



DEFENSE LOGISTICS AGENCY  
DEFENSE REUTILIZATION & MARKETING SERVICE  
AUGUSTA STR. 6  
65189 WIESBADEN, GERMANY

DRMS-PHO

Mar 18, 2005

SUBJECT: Request for Proposal SP4420-05-R-0007, Removal and disposal of Hazardous Waste, Turkey

TO: ALL OFFERORS

Dear Prospective Offeror:

Request for Proposal (RFP) SP4420-05-R-0007 can be found on the internet at <http://www.drms.dla.mil/newproc/index.html> under Procurement, Current Solicitations. RFP SP4420-05-R-0007 is for non-personal services for the inspection, packaging/repackaging, loading, unloading, containerization, removal, transportation, storage, recycling, reuse, recovery, treatment and disposal of hazardous and regulated substances from US installations in Turkey (Incirlik, Ankara and Izmir). Additional services include sampling and analysis. **TWO HARD COPIES (ONE ORIGINAL AND ONE COPY) OF THIS SOLICITATION SHOULD BE COMPLETED, SIGNED AND RECEIVED AT THIS OFFICE NOT LATER THAN 4:00 P.M., LOCAL TIME, MAY 3, 2005 TOGETHER WITH AN ELECTRONIC VERSION OF SECTION B – SEE CLAUSE L-1.2 AND L-1.3.**

Under clause B-1.2 you are advised that we are currently attempting to obtain authorization to dispose/recycle of hazardous and regulated substances in-country in Turkey; however, no guarantee can be made at this time as to when and whether authorization will be granted. Offerors may offer prices for the entire Schedule A, which is for disposal/recycling facilities located exclusively outside of Turkey, and/or the entire Schedule B, which is for disposal/recycling facilities located in Turkey and outside Turkey when no Turkish facilities are available for a specific waste.

See clause L-11, SITE VISIT, for information/documentation and timeframes required for site visits. If site visits are to be made, request the one of the personnel listed **be contacted immediately** upon receipt of this letter to allow sufficient time for approval of base entry.

A Pre-Proposal Conference is not anticipated at this time, however, if you should have any questions regarding this solicitation, these should be submitted the undersigned by e-mail: [Patricia.Behrens@dla.mil](mailto:Patricia.Behrens@dla.mil) or fax: 0049 61 380 7474 **by APR 12, 05** and they will be answered by RFP Amendment.

It is important to note that in accordance with clauses H-8, **Correspondence in English**, and L-6, **Submission of Offers in the English Language**, offers submitted in response to this solicitation shall be completely in the English language. All costs incident thereto are the responsibility of the offeror and shall be borne by the offeror. Offers received in other than English shall be rejected.

In order to identify your proposal, **please write "RFP SP4420-05-R-0007" on the outside of your proposal envelope.** Telefax proposals are not acceptable. Please note that **your proposal must be in original and one copy** and must include the following information as stated in Section L-2. Also in accordance with L-1.3 an electronic version of Section B must be submitted either on a CD or via e-mail to: [Patricia.Behrens@dla.mil](mailto:Patricia.Behrens@dla.mil).

#### Volume I

- Section A, Cover Sheet, Solicitation Offer and Award, Blocks 12 through 18 (Standard Form 33). Ensure that all Amendments are acknowledged in Block 14 of this form; that DUNS number (see L-5) cage Code (see L-12) are entered in block 15A.
- Section B, pages 4 through 39 and/or pages 40-75. Note clause B-1.2 and M-2(b). Offerors may offer prices for the complete Schedule A, pages 4-39; or the complete Schedule B, pages 40 – 75; or both Schedules A and B, pages 4 – 75. Prices must be entered for the Basic Contract Period – 12 Months, the First Option Period – 12 Months, the Second Option Period – 12 Months, and the Third Option Period – 12 Months. **NOTE: See clause L-1.3 – the electronic version of Section B pricing must also be received by the proposal due date and time.**
- Section G-4, insert the name and telephone number of the Contract Manager, Alternate Contract Manager and On-Site Technical Representative.
- Section I-61 Payment by Electronic Funds Transfer – Other than Central Contractor Registration; submit the information required by paras (b)(1) and (j) and complete Attachment 13.
- Section K, complete the Representations and Certifications, K-2 through K-13.
- Section L-3, Past Performance Proposal, and Attachment 6, Hazardous Waste Removal and Disposal Past Performance History, prepare and submit a Past Performance Proposal. Also offerors should send out the Past Performance Survey at Attachment 14 to each reference and principal subcontractor listed on Attachment 6 and request that each reference and principal subcontractor forward the completed survey directly to the undersigned at e-mail: [Patricia.Behrens@dla.mil](mailto:Patricia.Behrens@dla.mil), or fax: 0049 611 380 7474.

#### Volume II

- Section L-2.2, prepare and submit the documentation required in L-2.2.1, L-2.2.2 and L-2.2.3 **in original and one copy. Please ensure that each item under L-2.2 and L-2.2.3 is addressed.**

If you do not intend to submit an offer under this solicitation, request you complete the second page of DD Form 1707, Information to Offerors or Quoters, indicating the reason for not responding and whether you wish to be retained on the mailing list for future solicitations.

Contact the undersigned with any questions or concerns regarding this matter at tel: 0049 611-380-7668; e-mail [Patricia.Behrens@dla.mil](mailto:Patricia.Behrens@dla.mil), or telefax 0049 611-380-7474.

Sincerely,

*Patricia Behrens*

PATRICIA M. BEHRENS  
Contracting Officer

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>	<b>2. (X one)</b>	<b>3. DATE/TIME RESPONSE DUE</b>
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i>	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>

<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

<b>7. ADDITIONAL INFORMATION</b>

<b>8. POINT OF CONTACT FOR INFORMATION</b>			
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i>	<b>d. E-MAIL ADDRESS</b>		

<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	<input type="checkbox"/> e. OTHER <i>(Specify)</i>	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>		

<b>10. MAILING LIST INFORMATION</b> <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
<b>11a. COMPANY NAME</b>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. ACTION OFFICER</b>			
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>		<b>(2) TITLE</b>	
<b>(3) SIGNATURE</b>			<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
				<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I – THE SCHEDULE  
SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 STATEMENT OF SERVICES  
2005)**

**DRMS-IE (FEB**

B-1.1 The sites for performance within Turkey include US military installations located at Incirlik, Ankara and Izmir as indicated at Clause F.6 and listed in Attachment 7.

B-1.2 We are currently attempting to obtain authorization to dispose/recycle hazardous and regulated substances in-country in Turkey; however, no guarantee can be made at this time as to when and whether authorization will be granted. The US Government, therefore, intends to award two contracts, one for out of country disposal and one for in-country disposal to commence when all necessary authorization has been received. Contractors should offer prices for the entire Schedule A, which is for disposal/recycling facilities located exclusively outside of Turkey, and/or the entire Schedule B, which is for disposal/recycling facilities located in Turkey and outside Turkey when no Turkish facilities are available for a specific waste in order that all waste streams are priced on each Schedule.

B-1.3 The contract is to be a firm fixed unit price, indefinite delivery, indefinite quantity type contract for a period of twelve (12) months with three (3) twelve (12) months option periods.

**B-2 INVOICES EXCLUSIVE OF TAXES OR DUTIES**

**DFARS 252.229-7000 (JUN 1997)**

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

**B-3 TAX RELIEF**

**DFARS 252.229-7001 (JUN 1997)**

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: <i>(Offeror insert)</i>	RATE (PERCENTAGE): <i>(Offeror insert)</i>

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

#### **B-4 COMPENSATION FOR SERVICES**

B-4.1 In consideration of the performance of his undertakings under this contract, the contractor shall be paid (except as otherwise stated in this contract) the prices shown in the following price schedules.

B-4.2 All CLIN prices shall include the contractor's repackaging as required by Treatment, Storage, and Disposal Facilities (TSDF), coordination, and scheduling with TSDFs (if items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials without additional cost to the US Government). These CLIN prices shall also include all administrative work, to include coordination of appointments with transporters and TSDFs, providing, completing the manifests, to include entering the appropriate classification of the waste for transportation, obtaining the signatures from the generator and all invoicing requirements.

B-4.3 Prices proposed for Schedule A are for disposal/recycling facilities outside of Turkey only. Prices proposed for Schedule B are for disposal facilities /recycling facilities in Turkey where possible and outside Turkey when no Turkish facilities are available

#### **B-5 CONTRACT MINIMUM/MAXIMUM**

**DRMS 52.217-9R08 (Jul 2001)**

(a) This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10% of the estimated value of the period for Schedule A. The minimum for the base period for Schedule B shall be \$5,000.00 and then 10% of the estimated value for each option period if all necessary authorization has been received, otherwise the minimum shall be \$5,000.00. The maximum for the base and each of the priced options shall be 200% of the estimated value of the period for Schedules A and B.

(b) Clause I-72 allows the Government to unilaterally extend the contract for up to six (6) months at the end of either the base or any option period. The per month minimum guarantee under the extension shall be \$2,080.00 for Schedule A and \$400.00 for Schedule B. The maximum for each month shall be \$50,000.00 for Schedules A and B.

**PART 1 – THE SCHEDULE  
SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C-1 GENERAL**

**DRMS-FST (FEB 2005)**

C-1.1 This contract covers the non-personal services for inspection, packaging/repackaging, loading, unloading, containerization, removal, transportation, storage, recycling, reuse, recovery, treatment, and disposal of hazardous and regulated substances from US installations throughout Turkey. Additional services include sampling and analysis. Waste disposed of under this contract may possibly be contaminated with one or more substances not specifically identified, with the exception of infectious, controlled, and radioactive wastes, or mixtures of such wastes with hazardous waste, which shall **not** be included under this contract.

C-1.2 The contractor shall furnish all labor, supervision, supplies, materials, services, equipment to include (but not limited to) the following: suction trucks, pumping equipment, repackaging equipment, container trucks, portable scales for weighing drums and bulk containers, sampling equipment and cleaning equipment, incidental spill cleanup supplies, forklifts and over-pack containers), transportation, permits and authorizations to accomplish the work in a timely and efficient manner. The US Government shall not furnish any personnel or equipment to assist the contractor in the performance of the contract, except as listed in Attachment 9 and except as stated in C-7.2.1. Any known requirements for specialized equipment are also located in Attachment 9. Contractor understands that any other offers of assistance or use of Government equipment made by US Government personnel, other than the Contracting Officer, are unauthorized and the contractor shall not accept any such offers.

C-1.3 The removal, transportation, storage, treatment and disposal of wastes offered under this contract are to be performed in accordance with any and all environmental laws and regulations of the country/countries in which the waste is located (including, but not limited to Turkish environmental laws and the environmental laws of those countries through which transport takes place) as well as any international environmental, safety and health laws and regulations; international agreements governing the transportation of dangerous goods; and in conformance with industry standards that minimize risks to human health and the environment. These standards apply not only to the country in which the waste is generated, treated and disposed, but also any transit countries through which the waste is transported, including the United States of America.

C-1.4 The majority of hazardous/special waste for which services are required under this contract will be generated at Incirlik. Installations in or around Izmir and Ankara Turkey will also require periodic removals of small quantities. Removals at Izmir and Ankara may be requested in conjunction with removals scheduled for Incirlik AB.

**C-2 DEFINITIONS**

**DRMS-IE (NOV 2003)**

C-2.1 Biodegradation: Wastes are degraded by microbial action. Such units shall be operated under aerobic or anaerobic conditions so that the concentrations in a representative compound or indicator parameter (e.g., total organic carbon) have been substantially reduced in concentration in the residuals.



C-2.2 Contracting Officer (CO): A Contracting Officer is a person duly appointed with the authority to enter into, change, and administer contracts on behalf of the US Government.

C-2.3 Contracting Officer's Representative (COR): A Contracting Officer may designate in writing individuals, in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement, as CORs to perform specific technical or administrative functions (see clause G-3). The CORs under this contract will be located at DRMO Incirlik. The CORs will be the contractor's primary points of contact for the duration of this contract.

C-2.4 Controlled Substances: Narcotics, depressants, stimulants, or hallucinogenic drugs regulated under U.S. law or which by international treaty, convention, or protocol is considered to be controlled by the United States.

C-2.5 Corrosives: Corrosive wastes are defined as wastes possessing a characteristic of corrosivity, which generally corresponds to a pH of less than or equal to 2 or greater than or equal to 12.5.

C-2.6 Delivery Order: A document (DD Form 1155) placing an order against the contract obligating funds and authorizing work to be performed, signed by an authorized Government official. For purposes of this contract, a Delivery Order is synonymous with a Task Order.

C-2.7 Disposal: The utilization of those methods of treatment and/or containment technologies (as listed in this section) which effectively mitigate the hazards to human health or the environment when hazardous waste is discharged, deposited, injected, dumped, spilled, leaked or placed into the land, air or water.

C-2.8 Environmental Management Office (EMO): The office responsible for all environmental programs and activities on a U.S. military installation.

C-2.9 RESERVED

C-2.10 Hazardous Material (HM): Any material that is capable of posing an unreasonable risk to health safety and property that is regulated in accordance with Turkish, European Union, or international environmental regulations and directives.

C-2.11 Hazardous Waste (Toxic and Dangerous Waste) (HW): Hazardous wastes are those wastes which meet one or more hazardous characteristics in terms of physical properties (e.g. solid, liquid, contained gases), chemical properties (e.g., chemical constituents, technical or chemical name) and/or other descriptive properties (e.g., ignitable, corrosive, reactive, toxic). Those items defined as or considered dangerous in accordance with Turkish, European Union or other applicable environmental regulations are, likewise, defined as a hazardous waste. The properties defining the characteristics should be measurable by standardized and available testing protocols.

C-2.12 Hazardous Waste Accumulation Point (HWAP): Areas at or near the point of hazardous waste generation where the waste is temporarily stored until removed to a Hazardous Waste Storage Area or shipped for disposal.

C-2.13 Hazardous Waste Storage Area (HWSA): Location where hazardous waste is stored after generation at a HWAP, and prior to shipment to a Treatment, Storage, and Disposal Facility.

C-2.14 Incidental Spill: A small spill occurring as a result of improper waste transfer from small containers to drums, small leaks in containers, minor engine leaks. The quantity shall be no more than 5 liters.

C-2.15 Incinerator: A device used to thermally destroy a waste.

C-2.16 Incinerator Standards: See clause C-9.6.

C-2.17 International Maritime Dangerous Goods Code (IMDG): International regulations for the shipment of dangerous goods by sea.

C-2.18 Land Disposal Requirements: See clause C-9.5.

C-2.19 Manifest: A shipping document used to control and track the movement of Hazardous Waste.

C-2.20 Medical Waste: Non-infectious, non controlled, non radioactive waste generated by medical, dental, or veterinary facilities that is a hazardous or regulated waste.

C-2.21 On-Site Technician (OST): The contractor's authorized representative performing work on the installation under a contract.

C-2.22 Reactive wastes: Reactive wastes are compounds or mixtures that are unstable, react with water, contain cyanide, bear sulfide or are capable of generating toxic gases when exposed to acidic or basic compounds; or are readily capable of detonation, explosive decomposition or reaction at standard temperature and pressure.

C-2.23 Recovery (organics): Wastes are treated to recover organic compounds. This shall be done using, but not limited to, one or more of the following technologies: distillation; thin film evaporation; steam stripping; carbon adsorption; critical fluid extraction; liquid-liquid extraction; precipitation/crystallization or chemical phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques.

C-2.24 Recovery (metal wastes): Wastes are treated to recover the metal fraction by thermal processing; precipitation; exchange; carbon adsorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

C-2.25 Recycling: Beneficial use, reuse, recovery or reclamation.

C-2.26 Shipping papers: Manifest, consignment note, bill of lading, or any other document required under the respective host nation environmental laws and regulations, as well as with any applicable international agreements governing the transportation of dangerous goods.

C-2.27 Stabilization or Fixation: Wastes are treated in such a way that soluble heavy metals are fixed by oxidation/reduction, or by some other means which renders the metals immobile in a landfill environment.

C-2.28 Treatment: Any method, technique, or process, designed to change the physical, chemical, or biological character or composition of any hazardous waste. Treatment includes neutralization, energy or material resource recovery, or any process rendering a waste non-hazardous or less hazardous; safer to transport, store or dispose of; or amenable for recovery, amenable for storage, or reduced in volume.

C-2.29 Used Oil: Used oil means any oil or other waste petroleum, oil, or lubricant (POL) product that has been refined from crude oil, or is a synthetic oil, has been used, and as a result of such use, is contaminated by physical or chemical impurities. Used oil exhibiting the characteristics of reactivity, ignitability, corrosivity, and toxicity, is still considered used oil, unless it has been mixed with other hazardous waste. Used oil mixed with hazardous waste is a hazardous waste and will be managed as such. Used oils must have a PCB content of less than 20 ppm to be burned for energy recovery.

C-2.30 Used Oil Fuel: Used oil that is burned for energy recovery is termed "used oil fuel." Used oil fuel includes any fuel produced from used oil by processing, blending or other treatment. Facilities used for the combustion of used oil must meet the applicable air quality standards and must be approved/permitted by the competent authority.

### **C-3 ACRONYMS**

**DRMS-IE (APR 2002)**

ADR – European Agreement Concerning the International Carriage of Dangerous Goods by Road

CLIN – Contract Line Item Number

CO – Contracting Officer

COR - Contracting Officer's Representative

COTR – Contracting Officer's Technical Representative

DG – Dangerous Goods

DLA – Defense Logistics Agency

DO – Delivery Order

DoD – Department of Defense

DoT – Department of Transportation

DRMO – Defense Reutilization and Marketing Office

DRMS – Defense Reutilization and Marketing Service

DTID – Defense Turn-in Document (DRMO Form 1348-1A)

EA – Each

EMO – Environmental Management Office

EU – European Union

EWC – European Waste Code

HG – Hazardous Goods

HM – Hazardous Material

HP – Hazardous Property

HW – Hazardous Waste

HWAP – Hazardous Waste Accumulation Point

HWSA – Hazardous Waste Storage Area

IAW – In Accordance With

IBC – International Bulk Container

IEC - Installation Environmental Coordinator

IMDG – International Maritime Dangerous Goods Code

KG – Kilogram

OCONUS – Outside the Continental United States

ODS – Ozone Depleting Substance

OSH – Occupational Safety and Health

OST – On-Site Technician

P/U – Pick-up

PCB/PCT – Polychlorinated Biphenyl/Polychlorinated Triphenyl

POL – Petroleum, Oil or Lubricating Product

PPM – Parts per million

RID – European Agreement Concerning the International Carriage of Dangerous Goods by Rail  
SOW – Statement of Work  
TSDF – Treatment, Storage, or Disposal Facility  
UN – United Nations  
USAFE – US Air Force Europe  
USEPA – US Environmental Protection Agency

#### **C-4 CONTRACTOR PERSONNEL**

**DRMS-IE (NOV 2003)**

C-4.1 The contractor shall insert in Section G-4, the names and telephone numbers of the contract manager, the alternate contract manager and the on-site technical representative (OST).

C-4.2 The contract manager and his alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract, i.e., all contract arrangements and required coordination. The contractor agrees that notice by the US Government to the designated contract manager or alternate contract manager shall constitute notice to the contractor and agrees to be bound by any commitments or representations made by the employees so designated.

C-4.3 Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name. Contractor and sub-contractor personnel must have the ability to communicate (i.e. cellular telephones) with the DRMS CORs and the Contract Manager when they are on-site or transporting hazardous waste.

C-4.4 The contract manager, alternate contract manager, and the OST must be able to read, write, speak, and understand English proficiently. All correspondence related to this contract shall be in the English language. They must be able to actively participate in English conversations concerning technical issues associated with this contract.

C-4.5 The contractor shall ensure that all operations conducted under this contract are supervised directly (on-site) by the OST who has been appropriately trained in the technical aspect of hazardous substances management. Contractor personnel shall also have a basic knowledge in chemistry, capable of resolving questions/inquiries concerning technical aspects of the work involved. Examples of such work include but are not limited to classification of waste, completion of required documentation (including manifests), preparation of packaging, sampling, and inspection of wastes designated for transport. If the contractor tasks someone other than the Contract Manager or the Alternate Contract Manager, for example a driver, they must be qualified and able to communicate and perform as required by this paragraph.

#### **C-5 PERMITS AND RESPONSIBILITIES**

**DRMS-OST (FEB 2005)**

C-5.1 The contractor shall, without additional expense to the US Government, be responsible for obtaining any necessary licenses, permits, notifications, and customs documentation for complying with any customs procedures, laws, codes and regulations in connection with the execution of the work, including, but not limited to, all necessary authorizations and permits required for transport pursuant to this contract. The contractor shall be solely responsible for any and all damage to persons and/or property that occurs as a result of his action or inaction whether willful or negligent. The requirements in this statement of work are not intended to contradict existing host country laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. If the contractor is aware of such a contradiction, the contractor is responsible for identifying it to the

Contracting Officer. The Contracting Officer will determine if a waiver is required. The contractor shall not commence performance under a waiver request until the Contracting Office has granted written approval of the waiver.

C-5.2 The contractor shall use only Treatment, Storage, Disposal, Recycling (TSDR) Facilities approved for this contract. The contractor shall provide to the Government updated facility or permit information upon expiration of any permit.

C-5.3 The contractor may propose the use of additional TSDR facilities. The U.S. Government is under no obligation to approve the use of such facilities and will not allow additional costs to the Government resulting from any approval granted.

C-5.4 The contractor shall prepare, complete and return signed copies of shipping manifests to the COR and as required by the host nation and any other applicable environmental laws and regulations of the country where the waste originates, transits, or is disposed. The contractor must complete the Manifest Tracking Log (Attachment 3) to monitor waste from the time of shipment to its final destination. At the time of removal the contractor/COR shall include the contract number, delivery order number and line items removed. A copy of the completed manifest shall be submitted with the invoice. No invoice shall be paid without this copy. In addition to the normal distribution of manifest copies, the original copy of the completed manifest shall be forwarded to the COR within 30 calendar days of receipt of waste at the disposal facility. The DRMO COR shall distribute the copy to the appropriate generators.

C-5.5 The Hazardous Waste COR's address is as follows:

Removals from Incirlik, Ankara and Izmir	<p><b>Civilian Address:</b> DRMO Incirlik- OSF ATTN: Hazardous Waste COR Unit 7175, Box 235 Incirlik Hava USSU Adana, Turkey 01340</p> <p><b>Military Address:</b> DRMO Incirlik-OSF Unit 7175, Box 235 APO AE 09824</p>
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C-5.6 The contractor shall immediately notify the Contracting Officer of any problems or delays regarding notifications or proposed shipping routes. When negotiating with notification authorities, the contractor shall avoid giving the appearance of representing the US Government; therefore, the contractor must notify the US Government immediately when negotiations with the notification authorities appear to become official US Government business. This includes, but is not limited to, situations where personnel employed by or acting on behalf of the notification authority make statements implying they believe they are negotiating with US Government personnel. In all such situations, the misperception must immediately be corrected by the contractor personnel who must advise the notification authorities that they do not represent nor are they employed by the US Government.

## **C-6 WASTE CONTAINERS**

**DRMS-OST (FEB 2005)**

C-6.1 Contractor Owned Waste Containers: All containers provided by the contractor for packaging/repackaging of wastes for transportation shall meet UN specifications for performance oriented packaging.

C-6.2 US Government Owned Containers:

C-6.2.1 Types and sizes of original Government containers may vary greatly but are normally commercial packaging sizes, ranging from small bottles/cans to eighty five (85) gallon (320 liter) overpack drums. The integrity of the containers is not guaranteed by the US Government; therefore, the contractor shall be required to repackage any property not suitable for transportation. If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials without additional cost to the US Government.

C-6.2.2 Government owned containers shall not be reused by the contractor until all markings indicating US Government ownership have been removed. The contractor is responsible for removal of all markings indicating US Government ownership, and containers which are not reused must be crushed or incinerated. If compressed gas cylinders are not destroyed in the treatment process they must be rendered to scrap and unable to hold a positive pressure.

## **C-7 WASTE IDENTIFICATION, WEIGHING OF WASTE AND WASTE ANALYSIS**

**DRMS-OST (FEB 2005)**

C-7.1 Waste Identification - The contractor or sub-contractors may be called upon to provide guidance and assistance to the generator and/or the COR for the identification of waste in accordance with Turkish and international environmental laws or the contract CLINS. The final decision on waste classification resides with the generator; however, the contractor can challenge a waste description through the COR. The contractor shall provide proof (lab analysis, etc.) when challenging a DoD waste identification.

C-7.2 Weighing of wastes

C-7.2.1 Delivery Order weights have been determined by DRMO scales. If the contractor wishes to verify the weights, the contractor shall weigh the wastes in the presence of the COR prior to departure from the installation, unless public weigh scales are utilized. The contractor shall use contractor-provided portable scales when government scales are not available for use. The annual calibration certificate must be available for COR inspection when portable scales are used. Government scales (Attachment 9) may be used when available, operable and authorized by a Government representative. The contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. Should Government scales not be available and the container to be weighed is too large for a portable scale, then public scales can be used at no additional cost to the US Government. In this case, the COR shall accompany the contractor to the public scales to certify the correct weight.

C-7.2.2 The weight of waste shall not include weight of pallets, boxes, strapping, etc., unless this is an integral part of the packaging, will not be removed by the contractor prior to disposal, and is required by regulation, such as ADR, IMDG, or host nation law. Containers and pallets that are to be destroyed or disposed along with the wastes/materials that they contain shall be included in the net

weight. Containers and pallets that are being used at the convenience of the contractor, but are not disposed of with the waste, shall not be included in the net weight.

C-7.2.3 Waste repackaging and loading are to be conducted in a safe and environmentally sound manner. Any garbage or trash resulting from consolidation of waste must be disposed of by the contractor off the installation and at no additional cost to the US Government.

## **C-8 RESERVED**

## **C-9 TREATMENT AND DISPOSAL RESTRICTIONS**

**DRMS-IE (NOV 2003)**

C-9.1 The US Government may withdraw any items on a Delivery Order for use, reuse, donation, sales cycles or recycling.

C-9.2 The contractor shall properly treat hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment.

C-9.3 The contractor shall ensure that used oil, hazardous waste, or oil product contaminated with any hazardous waste shall not be used for dust suppression or road treatment.

C-9.4 The contractor shall NOT treat waste on a military installation. Treatment includes, but is not limited to the dilution of waste to make it less harmful; chemically changing the pH and mechanically crushing/compacting waste, including metal or plastic containers. Combining the same waste stream from several small containers into a larger container) is not considered treatment.

### **C-9.5 LAND DISPOSAL REQUIREMENTS:**

C-9.5.1 The contractor shall dispose of hazardous wastes under this contract by means of treatment or disposal technologies that best mitigates hazards to human health and the environment. For certain waste types, the Government specifies below the particular treatment technologies that shall be used to meet this condition. The Government strongly encourages recycling of hazardous waste whenever environmentally sound and economically feasible. For some wastes, the Government may require recycling, but the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract.

C-9.5.2 Hazardous waste shall only be land disposed when there is a reasonable degree of certainty that there will be no migration of hazardous constituents from the disposal site for as long as the waste remains hazardous. Hazardous waste may be land disposed only in permitted landfills. The land disposal facility must have a liner and leachate collection system. The liner shall be of natural or man-made materials, and restrict the downward or lateral escape of hazardous waste, hazardous constituents, or leachate. The liner must be established at the invert and the slope area of the base of the landfill body. The liner must consist of the following system components, which overlay each other. The seal must be a combined seal comprised of a protective mineral layer and a plastic sealing strip. The mineral sealing layer must have a minimum thickness of 1.50 m, and a minimum permeability value of  $k = 5 \times 10^{-3}$  m/sec. The minimum thickness of the plastic sealing strip must be  $d = 2.5$  mm. Suitable measures shall be taken to protect the liner from load-related damage. The drainage system must have a minimum thickness of  $d = 0.3$  m. The drainage system may not exceed a permeability correction factor of  $k = 1 \times 10^{-3}$  m/sec. In addition, drain pipes and retention

pits be installed to collect and release seepage water. A groundwater monitoring system must be installed with at least one groundwater monitoring well up-gradient, and at least four groundwater monitoring wells down-gradient from the landfill site. The functioning of the monitoring system must be checked at regular intervals. The contractor shall landfill hazardous waste only when it is chemically inactive or inert or in solid form.

C-9.5.3 These restrictions are not intended to contradict existing host country laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. If the Contractor is aware of such a contradiction, or wants to use an alternative and effective treatment technology, the Contractor may request a waiver from the Contracting Officer. The Contractor shall not commence performance under a waiver request until written approval of the waiver has been granted by the Contracting Officer.

C-9.6 **INCINERATOR STANDARDS** apply to incinerators that incinerate hazardous waste as well as boilers and industrial furnaces that burn hazardous waste for any recycling purposes.

C-9.6.1 Incinerators used to dispose of hazardous waste must be licensed or permitted by a competent authority and must comply with an approved groundwater monitoring program capable of determining the facility's impact on the quality of the water in the aquifers underlying the facility.

C-9.6.2 A license, permit, or approval by competent authority for incineration must require the incinerator to be designed to include appropriate equipment as well as be operated IAW management practices (including proper combustion temperature, waste feed rate, combustion gas velocity, and other relevant criteria) so as to effectively destroy hazardous constituents and control harmful emissions.

C-9.6.3 The incinerator achieves a destruction and removal efficiency of 99.99% for the organic hazardous constituents which represent the greatest degree of difficulty of incineration in each waste or mixture of waste. The incinerator must minimize carbon monoxide in stack exhaust gas, minimize emission of particulate matter, and emit no more than 1.8 Kg per hour of hydrogen chloride or

C-9.6.4 The incinerator has demonstrated as a condition for obtaining a license, permit, or approval by competent authority, the ability to effectively destroy the organic hazardous constituents which represent the greatest degree of difficulty if incineration for each waste or mixture of waste to be incinerated. For example, this standard may be met by requiring the incinerator to conduct a trial burn, submit a waste feed analysis and detailed engineering description of the facility, and provide any other information that may be required to enable the competent authority to conclude that the incinerator will effectively destroy the principle organic hazardous constituents of each waste to be burned.

#### C-9.7 **CRITERIA FOR BATTERIES:**

Lead acid, mercury, nickel cadmium, and lithium batteries will be turned over to any authorized facility for disposal and/or recycling. Any corrosives will be neutralized prior to disposal.

#### C-9.8 **POLYCHLORINATED BIPHENYLS (PCBs)**

C-9.8.1 PCB articles (including capacitors, transformers, electric motors, etc.), may be incinerated or can be disposed of in a chemical waste landfill provided all free-flowing liquids have been properly drained prior to disposal. PCB contaminated rags, soil, and debris must be incinerated. A chemical



waste landfill is defined as a landfill at which a high level of protection against risk of injury to human health or the environment from migration of deposited PCBs to land, water, or the atmosphere is provided by incorporating special methods for locating, engineering, and operating the landfill.

C-9.8.2 PCB items or waste with PCB concentrations of less than 5 ppm may be disposed in a type IIB landfill. Type IIB is designed for special and toxic and noxious waste with concentrations not to exceed 5 ppm PCB. PCB items or waste with PCB concentrations of 5 ppm or greater will be incinerated in a properly permitted incinerator with at least 99.99% destruction and removal efficiency. PCB-contaminated fluids and all items contaminated with PCBs in concentrations of 50 ppm or greater shall be disposed of in an incinerator which maintains a 99.9% combustion efficiency, as measured by the ratio of the concentration of carbon dioxide to the total concentration of both carbon dioxide and carbon monoxide. The incinerator must also operate to meet the following criteria:

C-9.8.2.1 The combustion chamber shall hold the introduced PCB wastes for a two (2) second dwell time at 1,200 °C, plus or minus 100 °C, and three (3) percent excess oxygen in the stack gas, or hold the introduced PCB wastes for a one and one-half (1 - 1/2) second dwell time at 1,600 °C, plus or minus 100 °C and two (2) percent excess oxygen in the stack gas. The temperature of the incinerator process shall be continuously measured and recorded.

C-9.8.2.2 The rate and quantity of PCB wastes fed to the combustion system shall be measured and recorded at regular intervals not greater than 15 minutes, and if temperature criteria are not met, the incinerator shall automatically stop feeding PCB wastes.

C-9.8.2.3 Continuous monitoring shall be conducted during incineration of PCB wastes for oxygen and carbon monoxide and periodic monitoring shall be conducted for carbon dioxide.

## **C-9.9 ASBESTOS-CONTAINING WASTES**

C-9.9.1 When disposing of asbestos waste, the contractor shall ensure that all asbestos-containing wastes are adequately wet, sealed in leak-proof containers, and properly disposed of as follows:

In a Class IIB landfill if the asbestos concentration is below 10,000 mg/kg; or  
In a Class IIC landfill if the asbestos concentration is above 10,000 mg/kg.

C-9.9.2 Asbestos and asbestos-containing waste shall be wetted and sealed in a leak proof container and placed in a municipal or special waste landfill permitted to receive friable asbestos-containing wastes. Containers holding asbestos-containing waste shall be labeled in the English and the host nation language(s) as follows: "DANGER - CONTAINS ASBESTOS FIBERS - AVOID CREATING DUST - CANCER AND LUNG DISEASE HAZARD".

## **C-9.10 MEDICAL ITEMS (NON-INFECTIOUS MEDICAL WASTES)**

Medical items, as pertaining to this contract, are limited to non-infectious, non-controlled medical wastes, which are classified as a hazardous waste or regulated by host nation regulations. Medical items are defined as solid waste created in medical and dental treatment facilities that does not require special management because it has been determined to be incapable of causing disease in man or has been treated to render it non-infectious. Infectious and controlled wastes will not be included in this contract.

## **C-10 STORAGE RESTRICTIONS**

**DRMS-IE (APR 2002)**

C-10.1 The contractor shall properly store hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Incompatible chemicals shall be segregated, all containers should be non-leaking, in good condition and labeled. Storage areas shall be properly labeled and have a containment system to prevent spills or leaks from reaching the environment.

C-10.2 Storage of waste cannot exceed the TSDR Facility's permit restrictions, but in all cases shall not exceed one year.

## **C-11 RECYCLING RESTRICTIONS**

**DRMS-OST (FEB 2005)**

C-11.1 The contractor shall properly recycle hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Recycling, reuse, and reclamation are preferred over treatment and disposal and shall be performed whenever environmentally sound and economically feasible.

C-11.2. Dilution in the recycling process, to include blending down of hazardous waste contaminants, is prohibited. To the maximum extent possible, waste disposal should be minimized through recycling, reuse, and energy recovery. The US Government may withdraw any items on delivery order for use, reuse, or recycling.

C-11.3 Energy recovery facilities must meet applicable air quality standards. Used POL and fuels must have a PCB content of less than 20 ppm to be burned for energy recovery. Emission or particulate matter must be emitted at no more than 1.8 Kg/hour of hydrogen chloride.

C-11.4 If a waste designated for recycling does not meet required parameters, the contractor must notify the CO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste shall be assigned.

C-11.5 The contractor shall use only facilities approved by DRMS-OST. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains regulated waste, as defined by host nation laws. The contractor must provide an audit trail which includes the facility that will recycle the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

## **C-12 TRANSPORTATION**

**DRMS-FST (FEB 2005)**

C-12.1 The contractor shall transport waste in accordance with host nation and international regulations governing identification, packaging, labeling, and placarding of dangerous goods containers and vehicles for transportation. All hazardous property / dangerous goods (HP/HG) shall be transported in UN specification containers where required. The contractor is responsible for ensuring that all hazardous property leaving a U.S. facility is accompanied by a manifest to ensure a complete audit trail from point of origin to ultimate disposal. The contractor shall purchase and prepare all manifests for waste movement. The standards set forth in the International Maritime of Dangerous Goods (IMDG) Code, the International Carriage of Dangerous Goods by Road (ADR) and Rail (RID), and other applicable regulations shall be utilized for all shipments.

C-12.2 The contractor's drivers must have the appropriate emergency action instructions and any other documentation as required by the Turkish, ADR or IMDG, and international transportation

regulations. All vehicles shall be equipped with the appropriate emergency equipment and the drivers shall have the proper training and instructions for transporting hazardous property and reporting spills.

C-12.3 The contractor shall comply with all laws and regulations associated with the transport of waste, materials, or containers outside the country of origin and in all transit countries. This includes, but is not limited to, any provisions governing the prior notification of competent authorities, transportation, temporary storage, identification, customs clearances, packaging, labeling, and disposal of hazardous waste and/or dangerous goods. To the extent that the 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste and their Disposal or European Union notifications are applicable to movements of hazardous/special waste under this contract, the contractor or his subcontractors shall act as the "exporter" and "importer" of waste.

C-12.4 The contractor is solely responsible for researching, arranging and making any necessary contacts to verify all transportation methods and routes proposed and shall perform the necessary notifications and obtain any required approvals. All transportation costs, including those prices related to performing notifications and obtaining approvals, must be included in the removal and disposal unit prices. This includes both scheduled and/or chartered transportation. The US government shall not be liable for any additional costs/fines incurred because of delays caused by transportation shipping companies.

### **C-13 SAFETY REQUIREMENTS**

**DRMS-IE (APR 2002)**

C-13.1 The contractor must perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the contractor, to include personnel and equipment, shall comply with all applicable Turkish and international safety and health regulations and procedures, as well as installation regulations, rules and procedures.

C-13.2 The contractor shall ensure that all personnel involved in hazardous substances management are trained for the level of expertise required for proper work performance and for chemical compatibility, general first aid procedure, and spill response.

C-13.3 The contractor shall provide waste handling and personal protective equipment that is appropriate for the level of protection needed to ensure safe work conditions for duties associated with hazardous substances.

C-13.4 The contractor agrees that his personnel and equipment shall be subject to inspection while on US government controlled property.

C-13.5 The contractor shall conform to the safety and health requirements contained in this contract for all activities related to the accomplishment of work. The contractor shall ensure, prior to initiating any work under this contract, that all contractor personnel, including subcontractors, have read and understood all safety and health requirements.

C-13.6 The contractor shall take such additional immediate precautions as the CO or designated representative may reasonably require for safety and mishap prevention purposes. The CO/COR/COTR has the right to halt all work if it is not being conducted in a safe manner.

## **C-14 SPILL AND CONTINGENCY RESPONSIBILITIES**

**DRMS-OST (FEB 2005)**

C-14.1 The liability for spills or releases resulting from the performance of this contract rests solely with the contractor and its agent.

C-14.2 The contractor agrees to clean up spills and releases to the satisfaction of the COR and in compliance with all applicable laws and regulations. Contractor shall dispose of all spill residues and debris at no additional cost to the US Government.

C-14.3 The contractor shall maintain current spill response and contingency plans that adequately address hazards, meet regulatory requirements and are technically valid for all operations associated with the handling, loading, transportation, treatment and disposal of waste under this contract. This plan shall be used in conjunction with the Installation Spill Notification Procedures. The contractor shall have appropriate spill prevention and containment equipment readily available for all operations and facilities under this contract, including salvage (over-pack) drums, absorbent material, spark-free shovel, and the appropriate Personal Protective Equipment (PPE) such as respirators, gloves, boots, coveralls, etc.).

C-14.4 The contractor shall ensure that all personnel in hazardous substances management are trained for the level of expertise required for proper response.

## **C-15 SPILL NOTIFICATION REQUIREMENTS**

**DRMS-IE (FEB 2005)**

C-15.1 The contractor shall notify immediately the CO and the COR of any spills or releases resulting from the performance of this contract. A written report shall be provided to the CO no later than 24 hours after the spill or release. For spills or releases occurring on US Government controlled property, the contractor must notify the COR and follow Installation Spill Notification Procedures and provide a copy of the written spill report to the COR. The DRMO is responsible for all notifications at Incirlik and will be the go between at Izmir and Ankara.

C-15.2 At a minimum, the immediate notification to the Contracting Officer and COR shall include: Item spilled; Quantity released; Type of area contaminated (e.g., cement, soil, floor, etc.); Exact date, time, and location of spill; Actions taken and the time/date performed; Anticipated cleanup and disposal procedures; Persons contacted and present at the time of the spill.

C-15.3 At a minimum, the written report to the Contracting Officer and COR shall include: Cleanup and disposal procedures taken; Outside assistance required (if any); Personal injury involved; and the names and telephone numbers of all national, regional or local officials contacted

C-15.4 When reporting a spill the following information shall be furnished:

- (1) Item spilled;
- (2) Quantity spilled;
- (3) Type of area contaminated (e.g., cement, soil, floor, etc.);
- (4) Exact date, time, and location of spill;
- (5) Actions taken and time/date performed;
- (6) Anticipated cleanup and disposal procedures;
- (7) Persons contacted or present at the time of the spill;
- (8) Personnel injured and current status;

C-15.5 Upon completion of the spill cleanup and disposal of the spill residue, the contractor shall submit a summary report of the spill to the COR and Contracting Officer. The report shall include: cleanup and disposal procedures taken, outside assistance required (if any), personal injury(s) involved and complete status, and the names and telephone numbers of all national, regional or local officials contacted.

## **C-16 QUALITY CONTROL**

**DRMS-IE (APR 2002)**

C-16.1 The contractor shall provide a Quality Control Plan 15 calendar days after contract award that insures that performance by the contractor's employees and all sub-contractors (including TSDRFs) is being performed in accordance with the requirements of the contract and Turkish and international environmental, transportation and health and safety regulations.

C-16.2 The plan shall include:

C-16.2.1 A description of the contractor's inspection system to cover all services in the contract. This shall include the areas to be inspected; the frequency of scheduled and unscheduled inspections and the title and organizational placement of the inspectors.

C-16.2.2 A description of the methods to be used for identifying and correcting defects in the quality of service provided.

C-16.2.3 A description of the records to be kept to document inspections and corrective actions taken.

C-16.2.4 The records of inspections shall be kept and made available to the contracting officer or his authorized representative, when requested, throughout the contract performance period and for the period of 2 years after contract completion.

## **C-17 QUALITY ASSURANCE**

**DRMS-IE (APR 2002)**

Performance Evaluation Meetings. The contracting officer or his authorized representative may require the contract manager to meet with him or her and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer or his authorized representative when he or she believes such a meeting is necessary. These meetings shall not result in any additional cost to the US Government.

## **C-18 RECORD KEEPING, ADMINISTRATION AND REQUIRED REPORTS DRMS-IE (MAR 2004)**

C-18.1 SHIPPING PAPERS: For moving property under this contract, the contractor shall prepare and use the Turkish waste manifest. At the time of removal, one copy of the completed manifest shall be given to the COR. Additionally, any transportation and host nation manifesting requirements established by the IMDG; ADR, RID or the May 1989 Basel Convention on the Transboundary Movement of Hazardous Waste and their Disposal or the International Carriage of Dangerous Goods by Rail (RID) or other host nation regulations must also be completed and provided to the COR upon removal. The COR has the authority to decline the signing of any manifests for waste loads which are not in conformance with transportation or environmental regulations. The contractor shall send the original signed manifest (with the disposal facility's signature) to the COR identified in clause C-5.5 within 30 calendar days of receipt of waste at the disposal facility. A photocopy of the same manifest should be provided to the COR within two (2) work days, of COR request.

C-18.2 ORDER FOR SUPPLIES OR SERVICES (Delivery Order, DD Form 1155, Verification Certification)

C-18.2.1 DD Form 1155, Delivery Order Form (Attachment 1) shall be completed for all items ordered or services performed on a Delivery Order, to include transportation and removal of waste, sampling and analysis, container procurement, etc. At the time of waste removal or service the contractor shall complete the applicable fill-ins on the DD Form 1155 for each removal/transport of wastes, to record the type of wastes, quantities removed and waste codes. These quantities so annotated shall be the basis for payment. Once wastes have been loaded onto the conveyance, and prior to departing the military installation, the contractor shall obtain the COR's signature to confirm the type of wastes and quantities removed, and to verify the removal services. No invoice for removal of waste shall be paid without the certified form.

C-18.2.2 After sampling, and prior to departing the military installation, the contractor shall provide a receipt for samples taken. The receipt shall include time, date, and unique sample number for each sample taken. Upon delivery of the chemical analysis report, the contractor shall obtain the COR's signature on the DD Form 1155 to confirm that the services have been received and that a copy of the analytical report was provided to the COR. Sampling and analysis are included in the CLIN price. For all other services/supplies, the contractor shall also complete the applicable fill-ins on the DD Form 1155 to record the receipt of the services/supplies. The quantities so annotated shall be the basis for payment. The COR shall keep one copy of the form. The original signed form shall be attached to the invoice for payment. No invoice for sampling and analysis and all other services/supplies shall be paid without a certified form.

C-18.3 TRANS-FRONTIER SHIPPING DOCUMENTS: The contractor shall prepare any documents and notifications required to move and dispose of all waste listed in the contract. Upon contract award and four months prior to the expiration of annual notifications, the contractor shall provide bi-weekly reports to the CO outlining the status of obtaining new or follow-on notifications. The contractor shall submit and complete all annual notifications in advance to ensure continuity of service.

C-18.3.1 Pre Disposal: If Basel notification is required the contractor shall prepare all notification documents and act as the "exporter" and "importer" of the waste. Photocopies of the application for notifications shall be provided to the Contracting Officer at time of application. Once the contractor has received approved notifications from the competent authority, the contractor shall also provide a photocopy to the Contracting Officer.

C-18.3.2 Post Disposal: The contractor shall provide the COR a copy of the disposal facility's Basel notification of completion of disposal (Basel Convention, Article 6, para. 9) no later than 200 calendar days from issuance of a Delivery Order. Photocopies of all completed shipping documents shall also be forwarded with the invoice. Submissions of these documents must reference their applicable Delivery Order number.

C-18.4 MANIFEST TRACKING LOG: The contractor shall complete DRMS Form 1683, Manifest Tracking Log, Attachment 3, annotating all wastes removed. (Ignore references to Phases 1 and Phase 11 shown on pages 1 and 2 of the form as these currently do not apply outside the US.). The contractor may use attachments to the form if necessary. The Contract Manager or Alternate Contract Manager shall sign the form certifying its accuracy and completeness.

## **C-18.5 WASTE REPORTS**

### **C-18.5.1 Reserved**

C-18.5.2 The contractor shall provide an annual report summarizing hazardous/special waste movements from point of generation to disposal facility. The output must indicate how much of each waste stream from each waste generator went to which disposal facility and how much of that waste was recycled. This report shall be provided electronically and on a CD ROM on **15 January of each year**, through the last delivery order issued under the contract. An example of the report to be used or the information required in a contractor-generated report is located at Attachment 8.

## **C-19 PUBLIC AFFAIRS COORDINATION**

**DRMS-IE (APR 2002)**

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

## **C-20 RESERVED**

## **C-21 SAMPLING AND ANALYTICAL SERVICES**

**DRMS-IE (FEB 2005)**

C-21.1 Only laboratories having proper laboratory certification shall be used to perform waste analysis under this contract. The contractor shall provide documentation that each laboratory proposed to be used under this contract is competent to perform waste analysis in accordance with USEPA or equivalent international methods. The ordering of specific chemical analysis services under this contract shall be at the discretion of the Government, and should not be considered either a precursor or prerequisite to the Government ordering the removal of wastes described in accordance with this instrument. The analytical report shall be submitted as received from the laboratory (in the host nation language) and accompanied by an English translation of the data and a completed hazardous waste profile sheet and returned to the COR no later than 30 calendar days after issuance of a delivery order. The analysis report must include:

C-21.1.1 Parameters tested.

C-21.1.2 Limits of detection for each identified constituent.

C-21.1.3 Regulatory limits for each identified constituent.

C-21.1.4 Analytical method, including reference number or description.

C-21.1.5 Laboratory conducting the analysis and chemist or laboratory manager signature.

C-21.1.6 Sample number and sample type (grab, composite, solid, liquid, etc.).

C-21.2 The contractor shall furnish, at no additional cost to the US Government, the results of chemical analyses which he, or any subcontractor, opted to conduct independently. Field tests shall not be authorized unless such test has been specifically approved by the host nation. The US Government may request copies of the actual analytical results such as AA & GC charts and graphs, calculations, retention times, attenuation, standard calibrations, spike and blank sample documentation, and quality control checks.

## C-22 RESERVED

## C-23 LAB PACKS

DRMS-IE (APR 2002)

The US Government may have laboratory chemicals from a school or medical facility that require packaging for shipment and disposal. The containers of chemicals are small (less than 5 liters) and will already be inventoried by the US Government. The contractor shall be provided with a copy of the inventory and an estimated total weight and shall be required to pack the small containers for shipment and disposal. The contractor shall provide the COR with the total weight of the items for disposal. CLIN N6910 includes the cost of containers, packaging, transporting and disposal of the miscellaneous laboratory chemicals.

## C-24 RESERVED

## C-25 RESERVED

## C-26 RESERVED

## C-27 MISIDENTIFIED ITEMS

DRMS-IE (APR 2002)

In case the US Government misidentifies a waste description on a delivery order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within 3 working days of the removal and prior to disposal. The contractor shall demonstrate through lab analysis and/or other supporting documentation that the Government has misidentified a waste. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

## C-28 NOTIFICATIONS

DRMS-PHO (MAR 2005)

a. Except as otherwise specified herein, the Contractor shall notify the Contracting Officer's Representative (COR) or other Government representative for each location, **at least: ten (10) working days for US and Turkish citizens; and 4 – 6 weeks for citizens of other countries,** BEFORE attempting site visits, analysis or pickups.

(1) In addition to the notification above for pickups, the Contractor shall provide the name of the driver, the driver's Commercial Driver's License (CDL) number and its expiration date to the COR or other Government representative **at least 3 days prior to removal if the transport company has a current Base Gate Pass, otherwise ten (10) working days is required for US and Turkish citizens and 4-6 weeks for citizens of other countries.**

(2) RESERVED

b. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor fails to meet the above applicable notification timeframes.



**C-29 TRAILER SECURITY, PADLOCKS****DRMS (JAN 2002)**

a. All Contractor trailers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement may result in the Government's halting of the pickup. All trailers capable of being padlocked must also be padlocked again prior to departure of the pickup location(s). The contractor shall provide the padlock and lock the trailer without assistance from the COR or other Government representative(s). For those removals requiring Turkish Customs to seal a trailer prior to removal, contractor padlocks are not required.

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in clause C-28, NOTIFICATIONS and, refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups shall not be grounds for reimbursement by the Government.

c. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor has a trailer capable of being padlocked arrives and/or departs from the pickup location(s) without meeting the padlock requirements mentioned above and/or refuses to cooperate with any requests for additional identification and/or professional endorsements.

**C-30 RESERVED****C-31 RESERVED****C-32 RESERVED****C-33 US GOVERNMENT EQUIPMENT****DRMS-PHO (JAN 2005)**

The US Government shall not furnish any equipment to assist the contractor in the performance of the contract, except that equipment listed in Attachment 9. It is understood that any use of the US Government's forklift or any container loader/ramp is completely at the contractor's own risk. The US Government is not liable for any damage or injury caused by the condition of the machine or by the contractor's personnel during their use of the equipment. The US Government is not liable for any additional costs caused by delays because the US equipment provided breaks down or is not available when required. The contractor will be liable for all damages to the US Government equipment, or any and all damages caused by the use and operation of the US Government equipment.

**C-34 RESERVED****C-35 CUSTOMS REQUIREMENTS****DRMS-PHO (AUG 2003)**

C-35.1 The property included on this contract is deemed surplus property formerly owned by the U.S. Government and moved by the US Government into Turkey or purchased by the U.S. Government in Turkey under customs exemptions contained in international agreements. Therefore, removal of this property from U.S. installations (and U.S. control) may require advance approval from the appropriate customs officials, preparation of customs documentation, posting of bonds and payment of customs duties. The U.S. Government has determined the material to be waste under its internal regulations.

Regardless how the U.S. Government has characterized it, Turkish officials may still impose fees, charges or custom duties, etc. DRMS makes no representation that this material is exempt from such duties. The U.S. Government will make every effort to provide information required by Turkish customs officials. However, the contractor awarded this contract shall be solely responsible for obtaining customs approval, paying any fees, duties, or other charges required by customs officials, and for timely coordinating such approvals in order to comply with the performance timeframes required by section F of this contract and individual delivery orders. While requests for an extension of a removal timeframe will be considered by the Contracting Officer on a case by case basis, offerors should be aware that difficulties in accomplishing customs approval due to the acts of third parties, such as Turkish customs officials, will not ordinarily be considered a justifiable basis for delay under this contract because the contractor is responsible for planning, coordinating, and accomplishing timely customs approvals as part of the services being acquired under this contract. Offerors are advised that there may be local differences in customs procedures, practices, or interpretations of national law. It is recommended that offerors consult the appropriate customs officials for the sites included on this contract to ensure an understanding of the efforts that may be required, and the amount of time needed, to obtain customs approval for property removed from the various locations included under this contract.

**C-35.2 Within five (5) work days after award of the contract,** the Contractor shall provide the Contracting Officer with a plan describing its procedures for obtaining customs clearance for the property it will remove under this contract and explaining any rules or determinations it has made with respect to certain types or classes of property being exempt from such clearance. The plan shall include the names and phone numbers of Customs officials and offices expected to be used in the performance of this contract. Thereafter, the Contracting Officer shall be advised as soon as possible of any changes to these procedures or regarding the types of property subject to customs clearance. The Contractor shall also advise the Contracting Officer as soon as practicable of any difficulties it is experiencing in obtaining approval under its procedures in a specific instance and of any potential for such difficulty to result in a delay in timely removal of any open delivery order.

**PART I – THE SCHEDULE  
SECTION D**

**PACKAGING AND MARKING**

**D-1 CONTAINERS**

**DRMS-TPHB**

**(OCT 1999)**

The contractor is responsible for preparing all containers, including Intermediate Bulk Containers (IBC's) for transportation to a recycling/disposal facility in accordance with applicable transportation laws and regulations, and in accordance with recycling/disposal facility requirements. The contractor shall ensure all containers are properly marked, labeled and packaged as required by applicable regulations prior to any transportation. If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials at no additional cost to the US Government (see clause B-4.2).

**D-2 VEHICLES**

**DRMS-PMG**

**(MAR 1996)**

The contractor is responsible for ensuring all vehicles transporting special wastes are properly placarded in accordance with applicable European Union transportation laws and regulations and meet all ADR/IMDG/RID or other applicable requirements.

**D-3 RESERVED**

**D-4 RESERVED**

**PART I – THE SCHEDULE  
SECTION E**

**INSPECTION AND ACCEPTANCE**

**E-1 NOTICE:** Clause numbers E-2 and E-3 in this section are hereby incorporated by reference. All other clauses listed in Section E are hereby incorporated in full text.

**E-2 INSPECTION OF SUPPLIES-FIXED PRICE FAR 52.246-2 (AUG 1996)**

**E-3 F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES FAR 52.247-35 (APR 1984)**

**E-4 INSPECTION OF SERVICES-FIXED-PRICE FAR 52.246-4 (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

**E-5 INSPECTION AND ACCEPTANCE (CERTIFICATE)****DRMS-PHO****(FEB 2001)**

a. The inspection of removal and the purchase of supplies shall be performed by the Contracting Officers Representative (COR) in accordance with clauses E-2 or E-4 above, by certification on the DD Form 1155, Delivery Order Form, for removal and transportation of wastes, sampling and analysis, and the purchase of containers and signs. (Attachment 1).

b. Final acceptance of services/supplies rendered shall be by DRMS-PHO certification on the contractor's invoice. DRMS-PHO shall verify that the supplies received and the removal and disposal has been completed in accordance with the terms and conditions of the contract by checking for:

(1) Completion of all blocks on the DD Form 1155 for each line item removed/accepted and last continuation page COR signature.

(2) checking that the Manifest/Shipping Papers, DRMS Form 1683E, Manifest Tracking Log (Attachment #3), or any other pertinent transportation/disposal documents have been correctly completed, and

(3) checking that all copies of chemical analyses required have been submitted.

(4) Checking that only facilities approved under clauses H-3 and H-4, are utilized.

(5) Checking that only transporters approved under clauses H-3 and H-5 are used.

**E-6 PLACES OF GOVERNMENT INSPECTION****DRMS****(OCT 1993)**

(a) All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements (reference Section H, clause H-4.2).

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

(e) As part of the U.S. Government's right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor's history of, or current, compliance with host nation environmental law and regulations.

**PART I – THE SCHEDULE  
SECTION F**

**DELIVERIES OR PERFORMANCE**

**F-1 NOTICE:** Clause numbers F-2 and F-3 in this section are hereby incorporated by reference. All other clauses listed in this section are listed in full text.

<b>F-2</b>	<b>GOVERNMENT DELAY OF WORK</b>	<b>FAR 52.242-17</b>	<b>(APR 1984)</b>
<b>F-3</b>	<b>F.O.B. DESTINATION</b>	<b>FAR 52.247-34</b>	<b>(NOV 1991)</b>
<b>F-4</b>	<b>STOP-WORK ORDER</b>	<b>FAR 52.242-15</b>	<b>(AUG 1989)</b>

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required or, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F-5 CONTRACT EFFECTIVE PERIOD****DRMS-PHO (AUG 2001)**

a. The contracts for Schedule A and Schedule B shall be effective for a period of 12 months commencing Jun 25, 2005 or upon award of the contract, whichever is later. Delivery Orders shall not be issued under Schedule B until all necessary authorization for in-country disposal has been received.

b. The Government has the option to extend the contract for three (3) twelve (12) month periods IAW clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 2000)" which is incorporated in Section I in full text.

c. In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW with the clause entitled "Option to Extend Services", which is also incorporated in Section I in full text.

**F-6 PLACE OF PERFORMANCE****DRMS-TPHB (AUG 1999)**

Services under this contract shall be performed for US installations in Incilik, Anaka and Izmir, Turkey as listed in Attachment 7 of this contract.

**F-7 RESERVED****F-8 PERIOD OF PERFORMANCE****DRMS-PHO (JAN 2002)**

F-8.1 The Contractor shall begin contract performance upon issuance of each written delivery order and provide all services listed on the Bid schedule in accordance with all terms and conditions of this contract.

F-8.2 If applicable, immediately upon award of the contract, the successful contractor must apply for Transboundary notifications (i.e., Basel notifications) and provide COR with biweekly reports on the status.

F-8.3 The services listed below shall be accomplished within the number of days (from issuance of a delivery order) as shown below:

**SCHEDULE A: DISPOSAL/RECYCLING FACILITIES LOCATED OUTSIDE OF TURKEY ONLY**

Complete removal/service no later than: (To include waste removal, container purchases; waste segregation and packaging/repackaging)	<b>120</b> calendar days
Sampling and Analysis, Result returned in:	<b>21</b> calendar days from date of sample or <b>30</b> calendar days from issuance of a delivery order; whichever is earlier
Generators copy of manifest returned to DRMO COR (After receipt of waste by the disposal facility – C-5.4)	<b>30</b> calendar days
Submission of invoices w/Manifest Tracking Log	<b>200</b> calendar days
Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable)	<b>200</b> calendar days



## SCHEDULE B: DISPOSAL/RECYCLING FACILITIES LOCATED IN TURKEY

Complete removal/service no later than: (To include waste removal, container purchases; waste segregation and packaging/repackaging)	<b>45</b> calendar days
Sampling and Analysis, Result returned in:	<b>21</b> calendar days from date of sample or <b>45</b> calendar days from issuance of a delivery order; whichever is earlier
Generators copy of manifest returned to DRMO COR (After receipt of waste by the disposal facility – C-5.4)	<b>45</b> calendar days
Submission of invoices w/Manifest Tracking Log	<b>180</b> calendar days
Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable)	<b>180</b> calendar days

**NOTE: The timeframes for Schedule A shall apply to those items in Schedule B which cannot be disposed In-country in Turkey**

F.8.4 All items shall be removed from the Government facilities within the number of days shown in F-8.3 above from issuance of a written delivery order except as noted below. Removals, regardless of their performance timeframe, will not commence until the COR or other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed within the number of working days shown in F-8.3 above, after issuance of each written delivery order.

F-8.5 RESERVED

F-8.6 RESERVED

### F-9 TIME OF PERFORMANCE

DRMS-PHO

(FEB 2005)

a. All services performed under this contract shall be performed during regular working hours (0730 through 1600 hours) Monday to Friday, and on American and Turkish holidays (**only with prior COR approval/contractor concurrence**). The specific date and time for removal services, shall be coordinated with the COR in accordance with the timeframes set forth in clause C-28. The contractor is advised that military mission, special operations, increased force protection and training may affect the ability of the COR and the contractor to perform removals on certain days or at certain times during the work week.

b. The US holidays are:

1st of January*	1st Monday in September
3rd Monday in January	2nd Monday in October
3rd Monday in February	11th of November*
Last Monday in May	4th Thursday in November
4th of July*	25th of December*

\*If this date falls on a Saturday, the preceding day (Friday) is the US holiday. If this date falls on a Sunday, the following day (Monday) is the US holiday.

c. The Turkish Holidays are:

1 January	New Years Day
20 – 22 January	Sacrifice Day
23 April	Children's Day
19 May	Ataturk Memorial Day
31 August	Victory Day
29 October	Republic Day
5-7 November	Sugar Feast

The contractor shall verify the dates of Turkish holidays as they may be subject to change.

**F-10 RESERVED**

**F-11 RESERVED**

**F-12 LIMITATIONS ON THE IMPORTATION/  
EXPORTATION AND TRANSPORTATION AND  
DISTRIBUTION WITHIN TURKEY OF SUPPORT CARGO DRMS-PMG (FEB 2005)**

The following procedures shall be implemented for "Support Cargo" to be imported into and exported from Turkey by or on behalf of the authorities of the United States of America with respect to entry/exit and within country transportation.

a. Definition: Support Cargo" refers to military material, equipment, support items and goods to include hazardous waste, containers, overpacks, etc.

b. Turkish Rules and Regulations, and the Agreement Regarding the Status of Forces of Parties to the North Atlantic Treaty (NATO SOFA) as ratified by Law No. 6375 shall be complied with concerning the procedures of importation and exportation of US support cargo.

c. The importation to and exportation from Turkey of support cargo shall be processed only through the below slated seaports:

ISTANBUL, IZMIR, ISKENDERUN, ANTALYA, AKSAZ/KARAAGAC.

d. Currently Izmir is the only seaport authorized for the export of hazardous waste.

**PART I – THE SCHEDULE  
SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G-1 ACCOUNTING AND APPROPRIATION DATA**

**DRMS-PMG**

**(MAR 1996)**

Shall be stipulated on each delivery order.

**G-2 INVOICE PROCEDURES/MAIL INVOICE TO:**

**DRMS-PHO (NOV 2003)**

G-2.1 The contractor shall submit invoices (original, plus 1 copy) to include **Invoice Number, Contract Number, Delivery Order Number, Geographic Location, Delivery Order Line Item Number, BOSS Document Number, CLIN, Quantity, Unit price and Extended Amount**, to the address shown below with a copy to the COR together with a copy of the Manifest Tracking Log. The total quantity for each line item on the invoice shall not exceed the CLIN quantities ordered on the DD Form 1155 (Delivery order form). The last invoice under each Delivery order must be identified as "LAST AND FINAL INVOICE".

Defense Reutilization and Marketing Service – International  
ATTN: DRMS-PHO/Invoicing  
Postfach 2027  
65010 Wiesbaden, Germany

G-2.2 Within 20 days after receipt of Invoice, DRMS-PHO shall be responsible for submission of contractor's invoices to the following Finance Office for payment.

Defense Finance and Accounting Service HQ 0131  
ATTN: DFAS-CO-LG  
P.O. Box 369016  
Columbus OH 43236-9016

G-2.3 The contractor shall submit with their invoice the following documents:

- a. A copy of the waste Manifest after it has been signed by the disposal facility.
- b. DD Forms 1155, Delivery Order Forms for pick-up certification, listing all wastes removed, sampling and chemical analysis performed, purchase of containers and signs and waste identification, segregation and packaging/repackaging.
- c. A copy of all chemical analyses performed, if any.
- d. Original, plus one copy of the completed DRMS Form 1683, Manifest Tracking Log.

G-2.4 DRMS-PHO shall date and stamp all invoices upon receipt without delay, certify properly prepared invoices, and promptly forward them to the finance office specified in paragraph G-2.2. If invoices are incorrect or incomplete, DRMS-PHO shall identify the defects in handwriting on the invoices, and return the incorrect invoice(s) to the contractor for correction.

G-2.5 The COR shall certify all services ordered on the DD Form 1155, Delivery Order Form, make a copy for his/her records, and forward the original to the contractor.

**G-3 CONTRACTING OFFICER'S REPRESENTATIVE**

**DFARS 252.201-7000 (DEC 1991)**

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

**G-4 CONTRACT MANAGER/  
ALTERNATE CONTRACT MANAGER  
ON-SITE TECHNICAL REPRESENTATIVE**

**DRMS-PHO**

**(APR 2002)**

The contractor shall list below the names and telephone numbers of the Contract Manager, Alternate Contract Manager and On-Site Technical Representative (OST) as required in C-4 **or provide this information no later than 15 calendar days after contract award.**

	Name	Telephone/Fax/E-Mail
Contract Manager	_____	Tel: _____ Fax: _____ E-Mail: _____
Alternate Contract Manager	_____	Tel: _____ Fax: _____ E-Mail: _____
On-Site Technical Representative	_____	Tel: _____ Fax: _____ E-Mail: _____

**G-5 ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

**DRMS**

**(APR 1984)**

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

**PART I – THE SCHEDULE  
SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H-1 PASSES FOR ENTRY INTO MILITARY PREMISES**

**DRMS-IE (FEB 2005)**

H-1.1 All personnel are required to have appropriate current and valid working permits and training for the jobs they will perform. Personnel that are required to work on installation must acquire authorization for entry and must use this authorization only for the purpose of performing under this contract.

H-1.2 **Not later than 5 calendar days after award of the contract** and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract, with the following information:

**H-1.2.1 Information required for Incirlik AB:**

- (1) Scanned copy of their passport to the COR
- (2) If the contractors are neither Turkish nor US citizens, then the approval must go through ODC to the Turkish General Staff, which takes 4 to 6 weeks.
- (3) Initial entry for all contractors requires a letter from the Contracting Officer stating the purpose of the visit.
- (4) If the contractor's transport company has a current Incirlik AB gate pass, the DRMO will initiate a letter to Incirlik AB Security (Pass and ID) stating the purpose of their entry and dates. Approval should take 1-3 days.
- (5) If the contractor's transport company does not have a current Incirlik AB gate pass, the contractor must forward a scanned copy of the following information to the COR:
  - a) Copy of the driver's birth certificate or driver's license (front and back)
  - b) Security clearance from local court

The COR will forward this information along with a letter stating the purpose of their visit and dates to the Incirlik Base Security (Pass and ID). This could take between 5 to 10 days for approval.

**H-1.2.2 Information required for Ankara:**

- (1) Scanned copy of their passport to the COR
- (2) If the contractors are neither Turkish nor US citizens, then the approval must go through ODC to the Turkish General Staff, which takes 4 to 6 weeks.
- (3) Initial entry for all contractors requires a letter from the Contracting Officer stating the purpose of the visit.
- (4) If the contractor's transport company has a current Incirlik AB gate pass, the DRMO will initiate a letter to Ankara Security (Pass and ID) stating the purpose of their entry and dates. Approval should take 1-3 days.
- (5) If the contractor's transport company does not have a current Ankara gate pass, the contractor must forward a scanned copy of the following information to the COR:
  - a) Copy of the driver's birth certificate or driver's license (front and back)
  - b) Security clearance from local court

The COR will forward this information along with a letter stating the purpose of their visit and dates to the Ankara Security (Pass and ID). This could take between 5 to 10 days for approval.

#### H-1.2.3 Information required for Izmir AB:

- (1) Scanned copy of their passport to the COR
- (2) If the contractors are neither Turkish nor US citizens, then the approval must go through ODC to the Turkish General Staff, which takes 4 to 6 weeks.
- (3) Initial entry for all contractors requires a letter from the Contracting Officer stating the purpose of the visit.
- (4) If the contractor's transport company has a current Incirlik AB gate pass, the DRMO will initiate a letter to Izmir AB Security (Pass and ID) stating the purpose of their entry and dates. Approval should take 1-3 days.
- (5) If the contractor's transport company does not have a current Izmir AB gate pass, the contractor must forward a scanned copy of the following information to the COR:
  - a) Copy of the driver's birth certificate or driver's license (front and back)
  - b) Security clearance from local court

The COR will forward this information along with a letter stating the purpose of their visit and dates to the Izmir Base Security (Pass and ID). This could take between 5 to 10 days for approval

H-1.3 **Not later than 5 calendar days after award of the contract** and prior to commencement of any work, the contractor shall furnish to the Contracting Officer's Representative (COR), in writing and in triplicate, a list of private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list shall include the vehicle traffic book.

H-1.4 The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will include the actions required by applicable base regulations for lost and stolen passes. Copies of applicable base regulations shall be provided by the COR after contract award. The contractor shall inform employees that they are subject to search when entering and leaving U.S. installations.

H-1.5 Citizens from the following designated countries (passport holders) are not authorized access to US military installations: Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Iraq, Laos, Libya, Mongolia, North Korea, Peoples Republic of China (including Tibet), Syria, Yemen and the former Yugoslavia (Serbia, Montenegro and Bosnia Herzegovina), Albania, Egypt, Lebanon, Pakistan, Bangladesh, Ethiopia, Nigeria, Sierra Leone, Eritrea, Ivory Coast, Morocco, Somalia, Sudan and Kyrgyzstan.

H-1.6 The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual base Commander at Incirlik AB, Izmir AB, and Ankara.

## H-2 ISSUANCE OF DELIVERY ORDERS

DRMS-PHO

(FEB 2001)

H-2.1 Contracting Officer(s) and duly appointed Ordering Officers of DRMS-PHO (Defense Reutilization and Marketing Service-PHO) are authorized to issue delivery order(s) to the contract within the scope of their authority.

H-2.2 No delivery order shall be issued unless funds are available. The issuance of a delivery order shall constitute notice of availability and obligation of funds for the items listed on the delivery order

**H-3 USE OF TRANSPORTERS AND TREATMENT, STORAGE, DRMS-IE (APR 2002)  
DISPOSAL & RECYCLING (TSDR) FACILITIES**

H.3.1 The contractor shall not use or subcontract for the services of any transporters or TSDR facilities without prior approval of the Contracting Officer. The Government reserves the right to prohibit the Contractor from employing the services of a transporting company or a TSDR facility which does not possess the ability to satisfactorily perform in accordance with the provisions of this contract. The use of a subcontractor, however, does not relieve the contractor of any requirement set forth in this contract. The contractor is responsible for ensuring that all subcontractors perform in accordance with the terms and conditions of this contract.

H.3.2 If during the life of the contract the contractor requests approval of additional transporters or TSDR facilities, the Government must be allowed a reasonable amount of time to evaluate such requests. When the contractor requests additional transporters or TSDR facilities, the information required in paragraph L-2 must be submitted. The contractor is not relieved of his contractual obligation to remove and dispose/treat all waste streams identified in Section B within the contractual time frames while the Government is evaluating such request(s). However, the Government agrees to consider such requests and respond to the contractor in writing as to whether such a proposal is acceptable.

H-3.3 During the evaluation of Offerors or at any time during the period of this contract, the Government may refuse the use of a proposed or previously approved transporter or TSDR facility if any of the following apply:

- a. The transporter or TSDR facility has ceased operations.
- b. The transporter or TSDR facility is identified as a significant violator of environmental laws or regulations by a competent authority, and has failed to enter into a compliance schedule or similar action.
- c. The TSDR facility has been identified as having contributed to groundwater contamination or is not acceptable under a competent authority's groundwater anti-degradation policy.
- d. The transporter or TSDR facility is not permitted and/or is not technically or fiscally capable of handling the property proposed.
- e. The transporter or TSDR facility received a negative finding as a result of a Government inspection during the preceding 12 months and failed to correct such deficiencies in a timely manner.
- f. The transporter or TSDR facility stores/treats the waste and then ships it to a TSDR facility currently excluded under the provisions of this section.
- g. The Government determines that the transporter or TSDR cannot or will not perform in accordance with the terms and conditions of the contract.

H-3.4 The contractor agrees that no transporters/facilities other than those approved shall be used without obtaining prior written approval of the CO.

H-3.5 TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, their permit if one is required, and the terms and conditions of the contract. The contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract under Section F.

#### **H-4 TSDR FACILITIES**

**DRMS-IE (APR 2002)**

H-4.1 The contractor shall identify each TSDR facility to perform a service under this contract. Each facility must be in good standing with the regulatory community. The contractor agrees that no facility, other than those approved for use under this contract, will be used without first obtaining written approval of the Contracting Officer.

H-4.2 In accordance with clause E-6, inspections of contractor or sub-contractor's facilities shall incorporate, but not be limited to, the following baseline facility requirements:

(a) Security - The Security System for the facility must include either a 24-hour surveillance system or perimeter barriers designed to control entry into the facility. Entrances to the facility must be capable of being secured (i.e. locked) after work hours and during periods of non-operation (i.e. holidays)

(b) Waste Storage and Disposition- Waste storage area(s) shall be clearly designated and placarded. All wastes should be properly segregated and stored based on their chemical components and hazard class. Containers must be in good condition, not leaking or corroded, closed when not in use and properly labeled. Storage areas must have containment to prevent leaks or spills from reaching land or water. Smoking & open flames must be confined to specifically designated areas.

(c) Personnel Training - Personnel training records for all employees working directly with hazardous waste (loading, unloading, sampling, storage, blending, etc.) and the treatment processes used at the facility (incineration, neutralization, etc.) must include a description of the type and length of training and dates of training to include environmental, safety, health and operational training.

(d) Preparedness and Prevention – The facility layout and manner of operation must be designed to minimize risk of fire, explosion and contamination. Factors to be considered include the presence of spill control equipment and fire extinguishing capabilities, internal alarm system, sufficient aisle space to allow unobstructed movement of personnel and equipment, proper storage of waste, etc. The facility operator must insure that arrangements are in place for the appropriate response to accidents or environmental releases.

(e) Manifest System, Record keeping and Reporting - The facility must maintain a written operating record that includes a description & quantity of each HW received; methods & dates of treatment, storage & disposal; location & quantity of each HW; cross-references to manifests/shipping papers; records & results of waste analysis; report of incidents involving implementation of contingency plan; records of inspections and monitoring or testing analytical data. The facility must maintain copies of the waste disposal license; working plan and day book in the control office.

(f) General Inspection Requirements - The facility must maintain an inspection log that includes date & time of inspection, name of inspector, notation of observation & date & nature of repairs or remedial action. Inspections should be conducted regularly and include checks for



container/tank leaks, monitoring equipment, safety & emergency equipment, security devices, operating & structural equipment & related problems.

(g) Disposal Process Inspection– The Government or its designated representative will evaluate the handling and treatment of waste at the facility. The inspection may include waste receipt and analysis, waste storage and segregation, the actual treatment of waste (incineration, neutralization, landfill, etc.), the disposal of any treatment residues (i.e. incinerator ash, waste water), processing of empty containers and general housekeeping.

(h) Compliance with Permits – facility operations and processes and environmental monitoring data must be consistent with permit conditions and/or requirements. Facilities that discharge waste water must have permits to do so. Facilities that treat HW must have permits identifying the treatment methods.

(i) Regulatory Inspection Reports – the Government inspector or his representative shall be provided with copies of local, federal and state regulatory inspection reports/results. If reports are not available at the facility, permission shall be provided to the Government inspector or his representative to obtain copies of the reports from the regulators and to hold discussion with regulators on the environmental compliance of the facility.

H-4.3 TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, permits, and conditions of the contract. The Contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract.

## **H-5 TRANSPORTATION**

**DRMS-IE (APR 2002)**

The contractor shall indicate in Section L each transporter that may be used to transport items listed in Section B of the contract. Each transporter must conform to the requirements of this contract and be in good standing with the regulatory community. The contractor agrees that no transporters other than those listed shall be used without obtaining the prior written approval of the Contracting Officer

## **H-6 INDEMNIFICATION**

**DRMS-TPHB (OCT 1999)**

Upon receipt/removal of items from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

**H-7 ANTICIPATED REGULATORY CHANGES****DRMS-PMG (NOV 1996)**

As noted in sections B and C, performance under any contract resulting from this solicitation must be in compliance with Turkish Environmental laws and regulations, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

**H-8 CORRESPONDENCE IN ENGLISH****DRMS-PMG (NOV 1996)**

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related delivery orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

**H-9 MINIMUM INSURANCE REQUIREMENTS****DRMS-PMG (NOV 1996)**

Pursuant to Section I, clause 52.228-5, "Insurance - Work on a Government Installation," the minimum insurance requirements are set forth below. The Workmen's Compensation Insurance shall apply to all such persons as fall under the "Workman's Compensation Insurance (Defense Base Act)" clause or the "Workman's Compensation and War Hazard Insurance overseas" clause - whichever one is included in this contract. The Comprehensive Bodily Injury Liability and Comprehensive Automobile Liability policies are to contain a provision, "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

a. The contractor shall, at his own expense, procure and maintain in full force and effect, during the entire performance period of this contract, insurance of the kinds set forth below:

(1) Workman's Compensation Insurance or coverage as set forth by the laws of the government of the host country:

(2) Comprehensive General Liability Insurance as required or prescribed by the laws of the government of the host country:

(3) Property Damage Insurance as required and prescribed by the laws of the government of the host country; and

(4) Vehicle Liability Insurance covering all vehicles used in performance of this contract to include comprehensive bodily injury, third party, and property damage as required and prescribed by the laws of the government of the host country.

b. Before commencing work under this contract, the contractor shall certify to the contracting officer in writing, that he has obtained all necessary coverage and policies for the above insurance and that he will fully comply with all laws, decrees and regulations now in effect or that may be issued during the period of the contract, by the government of the host country, as pertains to the above insurances

and coverages. Further, the contractor will ensure that any and all first tier subcontractors, prior to commencement of work hereunder, the insurance set forth above and maintain same in full force and effect during any performance hereunder.

c. The contractor will provide immediate written notice to the contracting officer of any material change and that effect the protection afforded under the above policies, and will provide the same immediate written notice in the event of any cancellation of insurance coverage by the insurer. The contractor shall also maintain any other coverage, and/or any expansion of the aforesaid coverage, as may be necessary to meet the national and local laws at the worksite.

**H-10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL FAR 52-222-42 (MAY 1989)  
HIRES (APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES – REFER TO  
CLAUSE K-12)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination. Contents:

- (a) Contribution of three (3) percent of basic hourly rate for health insurance.
- (b) Contribution of seven (7) percent of basic hourly rate for retirement.
- (c) Ten (10) paid holidays as follows:

New Years Day	Martin Luther King Day	Columbus Day	Thanksgiving Day
Washington's Birthday	Independence Day	Veterans' Day	Christmas Day
Memorial Day	Labor Day		

(d) Paid sick leave as follows: Two (2) hours of sick leave each week for employees, regardless of years of service.

(e) Paid annual leave - vacation as follows:

- (1) Two (2) hours annual leave each week for an employee with less than three (3) years of service.
- (2) Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
- (3) Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

(f) Basic hourly rate by classification as follows:

<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATE</u>
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Technician	\$ 18.44
Truck Driver	13.55
Equipment Operator	13.69
Crane Operator	13.88
Fork Lift Operator	14.20
Tractor Operator	14.20
Laborer	10.05
Pilot	14.32
Secretary	11.21
Guard	10.06

**H-11 DOL WAGE DETERMINATION DRMS (DEC 1995)**  
**(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES – REFER TO CLAUSE K-12)**

Wage Determination No. 96-0223, Revision 17, dated 11/18/2004 is applicable to this contract is made a part hereof as Attachment No. 12.

**PART II – CONTRACT CLAUSES  
SECTION I**

**CONTRACT CLAUSES**

**I-1      CLAUSES INCORPORATED BY REFERENCE                      FAR 52.252-2 (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address(es): <http://farsite.hill.af.mil>

<b>I-2</b>	<b>DEFINITIONS</b>	<b>FAR 52.202-1</b>	<b>(JUL 2004)</b>
<b>I-3</b>	<b>GRATUITIES</b>	<b>FAR 52.203-3</b>	<b>(APR 1984)</b>
<b>I-4</b>	<b>COVENANT AGAINST CONTINGENT FEES</b>	<b>FAR 52.203-5</b>	<b>(APR 1984)</b>
<b>I-5</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b>	<b>FAR 52.203-6</b>	<b>(JUL 1995)</b>
<b>I-6</b>	<b>ANTI-KICK BACK PROCEDURES</b>	<b>FAR 52.203-7</b>	<b>(JUL 1995)</b>
<b>I-7</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b>	<b>FAR 52.203-10</b>	<b>(JAN 1997)</b>
<b>I-8</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b>	<b>FAR 52.203-12</b>	<b>(JUN 2003)</b>
<b>I-9</b>	<b>PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER</b>	<b>FAR 52.204-4</b>	<b>(AUG 2000)</b>
<b>I-10</b>	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b>	<b>FAR 52.209-6</b>	<b>(JUL 1995)</b>
<b>I-11</b>	<b>AUDIT AND RECORDS - NEGOTIATION</b>	<b>FAR 52.215-2</b>	<b>(JUN 1999)</b>
<b>I-12</b>	<b>ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT</b>	<b>FAR 52.215-8</b>	<b>(OCT 1997)</b>
<b>I-13</b>	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS</b>	<b>FAR 52.215-11</b>	<b>(OCT 1997)</b>
<b>I-14</b>	<b>SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS</b>	<b>FAR 52.215-13</b>	<b>(OCT 1997)</b>
<b>I-15</b>	<b>INTEGRITY OF UNIT PRICES</b>	<b>FAR 52.215-14</b>	<b>(OCT 1997)</b>

- I-16 UTILIZATION OF SMALL BUSINESS CONCERNS FAR 52.219-8 (MAY 2004)  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)
- I-17 SMALL BUSINESS SUBCONTRACTING PLAN FAR 52.219-9 (JAN 2002)  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)
- I-18 NOTICE TO THE GOVERNMENT OF LABOR FAR 52.222-1 (FEB 1997)  
DISPUTES  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)
- I-19 WALSH-HEALEY PUBLIC CONTRACTS ACT FAR 52.222-20 (DEC 1996)  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12) (SUPPLIES)
- I-20 EQUAL OPPORTUNITY FAR 52.222-26 (APR 2002)  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)
- I-21 NOTIFICATION OF VISA DENIAL FAR 52.222-29 (JUN 2003)  
APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)
- I-22 EQUAL OPPORTUNITY FOR SPECIAL DISABLED FAR 52.222-35 (DEC 2001)  
VETERANS, VETERANS OF THE VIETNAM ERA,  
AND OTHER ELIGIBLE VETERANS  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)
- I-23 AFFIRMATIVE ACTION FOR HANDICAPPED FAR 52.222-36 (JUN 1998)  
WORKERS  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)
- I-24 EMPLOYMENT REPORTS ON SPECIAL DISABLED FAR 52.222-37 (DEC 2001)  
VETERANS, VETERANS OF THE VIETNAM ERA, AND  
OTHER ELIGIBLE VETERANS  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-11)
- I-25 SERVICE CONTRACT ACT OF 1965, AS FAR 52.222-41 (MAY 1989)  
AMENDED  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)

I-26	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) <u>(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)</u>	FAR 52.222-43	(MAY 1989)
I-27	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	FAR 52.223-3	(JAN 1997)
I-28	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13	(DEC 2003)
I-29	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FAR 52.225-14	(FEB 2000)
I-30	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	FAR 52.228-3	(APR 1984)
I-31	WORKERS' COMPENSATION AND WAR-HAZARD OVERSEAS	FAR 52-228-4	(APR 1984)
I-32	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	FAR 52.228-5	(JAN 1997)
I-33	FEDERAL, STATE & LOCAL TAXES <u>(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12)</u>	FAR 52.229-3	(APR 2003)
I-34	TAXES-FOREIGN FIXED PRICE CONTRACTS	FAR 52.229-6	(JUN 2003)
I-35	PAYMENTS	FAR 52.232-1	(APR 1984)
I-36	DISCOUNTS FOR PROMPT PAYMENT	FAR 52.232-8	(FEB 2002)
I-37	EXTRAS	FAR 52.232-11	(APR 1984)
I-38	INTEREST	FAR 52.232-17	(JUN 1996)
I-39	DISPUTES ALTERNATE I	FAR 52.233-1	(JUL 2002) (DEC 1991)
I-40	PROTEST AFTER AWARD	FAR 52.233-3	(AUG 1996)
I-41	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	FAR 52.237-2	(APR 1984)
I-42	BANKRUPTCY	FAR 52.242-13	(JUL 1995)

<b>I-43</b>	<b>CHANGES -FIXED PRICE ALTERNATE I</b>	<b>FAR 52.243-1</b>	<b>(AUG 1987) (APR 1984)</b>
<b>I-44</b>	<b>LIMITATION OF LIABILITY SERVICES</b>	<b>FAR 52.246-25</b>	<b>(FEB 1997)</b>
<b>I-45</b>	<b>VALUE ENGINEERING</b>	<b>FAR 52.248-1</b>	<b>(FEB 2000)</b>
<b>I-46</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b>	<b>FAR 52.249-2</b>	<b>(MAY 2004)</b>
<b>I-47</b>	<b>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b>	<b>FAR 52.249-8</b>	<b>(APR 1984)</b>
<b>I-48</b>	<b>PROHIBITION ON PERSONS CONVICTED OF FRAUD OF OTHER DEFENSE CONTRACT RELATED FELONIES</b>	<b>DFARS 252.203-7001</b>	<b>(DEC 2004)</b>
<b>I-49</b>	<b>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b>	<b>DFARS 252.204-7003</b>	<b>(APR 1992)</b>
<b>I-50</b>	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b>	<b>DFARS 252.205-7000</b>	<b>(DEC 1991)</b>
<b>I-51</b>	<b>PRICING ADJUSTMENTS</b>	<b>DFARS 252.215-7000</b>	<b>(DEC 1991)</b>
<b>I-52</b>	<b>SUPPLEMENTAL COST PRINCIPLES</b>	<b>DFARS 252.231-7000</b>	<b>(DEC 1991)</b>
<b>I-53</b>	<b>POSTAWARD CONFERENCE</b>	<b>DFARS 252.242-7000</b>	<b>(DEC 1991)</b>
<b>I-54</b>	<b>PRICING OF CONTRACT MODIFICATIONS</b>	<b>DFARS 252.243-7001</b>	<b>(DEC 1991)</b>
<b>I-55</b>	<b>ORDERING</b>	<b>FAR 52.216-18</b>	<b>(OCT 1995)</b>

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the end of a 12 months period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

<b>I-56</b>	<b>ORDER LIMITATIONS</b>	<b>FAR 52.216-19</b>	<b>(OCT 1995)</b>
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(a) Minimum order. When the US Government requires supplies or services covered by this contract in an amount of less than:



Schedule A: \$25,000.00 for the removal and disposal of wastes and \$100 per Delivery Order for sampling/chemical analysis, for a combination of locations;

Schedule B: \$5,000.00 for the removal and disposal of wastes and \$50.00 per Delivery Order for sampling/chemical analysis, for a combination of locations;

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$200,000.00;

(2) Any order for a combination of items in excess of \$600,000.00; or

(3) A series of orders from the same ordering office within thirty days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds that maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## **I- 57 INDEFINITE QUANTITY**

**FAR 52-216-22 (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract period has lapsed.

**I-58    OPTION TO EXTEND THE TERM  
(MAR 2000)  
OF THE CONTRACT**

**FAR 52.217-9**

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifty-four (54) months.

**I-59    AVAILABILITY OF FUNDS  
FOR THE NEXT FISCAL YEAR**

**FAR 52.232-19            (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 Sep 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2005, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I-60    PROMPT PAYMENT**

**FAR 52.232-25            (OCT 2003)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments --*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

*(2) Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

*(3) Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless other wise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of Clause)

**I-61 PAYMENT BY ELECTRONIC FUNDS TRANSFER - FAR 52.232-34 (MAY 1999)  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION**

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.*

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") **by the date specified for receipt of offers**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Payment any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.



**I-62 ACQUISITIONS FROM SUBCONTRACTORS DFARS 252.209-7000 (NOV 1995)**  
**SUBJECT TO ON-SITE INSPECTION UNDER THE**  
**INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY**

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty solely or in part because of the actual or potential presence of Soviet inspectors and the subcontractor's facility unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation identified in Section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

**I-63 SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN DFARS 252.219-7003 (APR 1996)**  
**(DoD CONTRACTS)**  
**(APPLICABLE FOR US COMPANIES - REFER TO CLAUSE K-11)**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. This term also means any non-profit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such act (20 U.S.C. 1059999c(b)(1)).

(c) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the contractor's small business subcontracting goal.

(e) A mentor firm under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protégé firms which are qualified organizations employing the severely handicapped; and
- (2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub. L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52-219-9 clause is approval by the contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small business, the contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small business for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified forms shall be acceptable.

**I-64 DFARS 252.209-7000 (RESERVED)**

**I-65 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES - REFER TO CLAUSE K-12) DFARS 252.219-7003 (APR 1996)**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

“Historically black colleges and universities,” as used in this clause means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. This term also means any non-profit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions,” as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such act (20 U.S.C. 1059999c(b)(1)).

(c) Except for company or division-wide commercial items subcontracting plans, the term “small disadvantaged business,” when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the contractor’s small business subcontracting goal.

(f) A mentor firm under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protégé firms which are qualified organizations employing the severely handicapped; and
- (2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub. L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52-219-9 clause is approval by the contractor’s cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small business, the contractor shall notify the Administrative Contracting Officer of any

substitutions of firms that are not small, small disadvantaged, or women-owned small business for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified forms shall be acceptable.

**I-66 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) DFARS 252.222-7002 (JUN 1997)**

(a) The Contractor shall comply with all-

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

**I-67 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS DFARS 252.223-7006 (APR 1993)**

(a) Definitions. As used in this clause—

(1) "Storage" means a nontransitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

**I-68 AUTHORIZATION TO PERFORM****DFARS 252.225-7042 (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**I-69 INVOICES EXCLUSIVE OF TAXES OR DUTIES****DFARS 252.229-7000 (JUN 1997)**

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

**I-70 ASSIGNMENT OF CLAIMS (OVERSEAS)****DFARS 252.232-7008 (JUN 1997)**

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

**I-71 CHOICE OF LAW (OVERSEAS)****DFARS 252.233-7001 (JUN 1997)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

## **TURKISH TRANSLATION OF CLAUSE I-71 CHOICE OF LAW (OVERSEAS)**

### **GEÇERLİ HUKUK (YURTDIŞI)**

**DFARS 252.233-7001 (HAZ 1997)**

Bu sözleşme, yalnızca Amerika Birleşik Devletleri maddi hukukuna uygun şekilde yorumlanabilir ve tefsir edilebilir. İşbu sözleşmenin ifasıyla, yüklenici işbu sözleşmenin ifa edildiği ülkenin milli mahkemelerinin kararlarını uygulama hakkından kesin olarak feragat etmeyi, ve işbu sözleşmenin Anlaşmazlıklar maddesi dahilinde ortaya çıkan her türlü anlaşmazlığın duruşması ve hallinde Birleşik Devletler Silahlı Kuvvetleri Sözleşme Temyiz Mahkemesi ve Birleşik Devletler Federal Mahkemelerinin münhasır karar ehliyetini kabul etmektedir.

### **I-72 TRANSPORTATION OF SUPPLIES BY SEA**

**DFARS 252-247-7023 (MAY 2002)**

(a) *Definitions.* As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows: -

- (1) The Contractor shall insert the substance of this clause , including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**I-73 ADMINISTRATIVE COSTS OF  
REPROCUREMENT AFTER DEFAULT**

**DLAD 52.249-9000 (MAY 1988)**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs or repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services regardless of whether any other damages are incurred and/or assessed.

**I-74 OPTION TO EXTEND SERVICES**

**DRMS-TPHB (APR 2000)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least seven (7) days before the end of the contract period.



## SECTION J

### LIST OF ATTACHMENTS

#### PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J-1	ATTACHMENTS	DRMS-TPHB	(FEB 2000)
No	Title		Page(s)
1	Sample DD Form 1155, Delivery Order Form		2
2	<b>RESERVED</b>		
3	DRMS Form 1683, Manifest Tracking Log		2
4	Profile Sheets		
4a	TSDR Facility Profile Sheet		1
4b	Transporter Profile Sheet		1
5	Hazardous Waste Profile Sheet		2
6	DRMS-PH Form 1, "Hazardous Waste Removal and Disposal Past Performance History"		1
7	List of Service Locations		
8	Annual Report Format		1
9	Special Equipment Requirements and Government Scale Locations		1
10	<b>RESERVED</b>		
11	<b>RESERVED</b>		
12	DOL Wage Determination No. 96-0223, Revision 17, 11/18/2004		4
13	EFT information		1
14	Past Performance Survey		2
J-2	NOTICE	DRMS-PHO	(AUG 2001)

Reference SF 33, Item 11, Table of Contents. In accordance with FAR 15.204-1(b), upon award, Part IV (Sections K, L and M) shall not be physically included in the resulting contract. Section K shall be incorporated by reference in the contract.

**PART IV – REPRESENTATIONS AND INSTRUCTIONS  
SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERS**

**K-1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address(es): <http://farsite.hill.af.mil>

**K-2 PROHIBITION OF SEGREGATED FACILITIES FAR 52.222-21 (FEB 1999)**  
**(APPLICABLE FOR US COMPANIES - REFER TO CLAUSE K-11)**

**K-3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2 (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used in calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above, or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (1)(3) above \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K-4 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR 52.203-11 (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference to paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K-5 TAXPAYER IDENTIFICATION FAR 52.204-3 (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**K-6 CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

**FAR 52.209-5 (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision.

The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-7      PREVIOUS CONTRACTS AND COMPLIANCE      FAR 52.222-22      (FEB 1999)**  
**REPORTS**  
**(APPLICABLE FOR US COMPANIES - REFER TO CLAUSE K-11)**

The offeror represents that--

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-8      AFFIRMATIVE ACTION COMPLIANCE      FAR 52.222-25      (APR 1984)**  
**(APPLICABLE FOR US COMPANIES - REFER TO CLAUSE K-11)**

The offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-9      SUBMISSION OF ELECTRONIC FUNDS TRANSFER      FAR 52.232-38      (MAY 1999)**  
**INFORMATION WITH OFFER**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number)
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, not the receiver of the wire transfer payment.

**NOTE: Offerors should complete Attachment 13 with required information.**

**K-10 RESERVED**

**K-11 REPRESENTATION OF EXTENT OF  
TRANSPORTATION OF SUPPLIES BY SEA**

**DFAR 252.247-7022 (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K-12 PERFORMANCE OF CONTRACT WORK  
OR RECRUITMENT OF EMPLOYEES WITHIN  
THE UNITED STATES**

**DRMS-PHO (OCT 2003)**

(a) Is any of the contract work (including any subcontracts) (excluding (i) United States firm home office general-management, legal and administrative support and (ii) foreign firm purchase of United States products) to be performed within the United States? Yes ( ☐ ), No ( ☐ ). Are any employees recruited within the United States to perform contract work outside the United States? Yes ( ☐ ), No ( ☐ ). ("United States" as used herein shall include the several states, the District of Columbia, The Commonwealth of Puerto Rico, the Panama Canal Zone, and the possessions of the United States).

(b) In the event that one or both of the above questions are answered in the affirmative, prior to receipt of any award hereunder, the offer shall be required to complete the Equal Employment Opportunity representations, certifications, or acknowledgments, and to accept the incorporation of Equal Employment Opportunity clauses, prescribed in FAR Part 22, to be applicable to the requirements of the Request for Proposal.

**K-13 AUTHORIZED NEGOTIATORS/SIGNERS****DRMS-PHO (FEB 2005)**

a. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations (refer to L-7, para. (c)(2)(iv):

Name	Title	Telephone No.,/Fax No. /E-Mail
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____

b. In accordance with clause L-7, para. (c)(2)(v), the offeror shall provide below the names, titles and telephone and facsimile numbers, e-mail addresses and signatures of persons authorized to sign on its behalf together with evidence of authority. Pursuant to the representations herein, the undersigned have full authority to bind and commit the offeror when completing or signing any clauses. Section I, clause I-71, Choice of Law, commits the offeror to the waiver of jurisdiction and application of Turkish law to any dispute under this contract.

Name	Title	Telephone No.,/Fax No. /E-Mail
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____



**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L**

**TECHNICAL INFORMATION**

**L-1 PROPOSAL SUBMISSION** (Format and Content)

**DRMS-PHO (FEB 2005)**

L-1.1 The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

L-1.2 Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume 1 and Volume 2. Offerors must submit a hard (paper) copy of their proposal to DRMS-PHO, but must also submit an electronic version of Section B Price Schedule, in Excel format. The Excel spreadsheet is included in the solicitation package and is titled "Section B Price Schedule". Offerors may print the Excel spreadsheet and include it as their hard/paper copy of Section B pricing with their proposal. The electronic version of Section B pricing can be submitted either on a CD or via e-mail to Patricia Behrens, DRMS-PHO to the following address:

[Patricia.Behrens@dla.mil](mailto:Patricia.Behrens@dla.mil)

L-1.3 If the electronic spreadsheet is sent via e-mail, the subject of the e-mail message should read: "RFP SP4420-R-05-0005 Price Schedule". **NOTE: THE ELECTRONIC VERSION OF SECTION B PRICING MUST BE RECEIVED BY THE PROPOSAL DUE DATE AND TIME.**

L-1.4 Offerors are advised that changing the Excel Spreadsheet content (i.e. CLIN descriptions, page format, fonts, etc.) in any way, save to enter pricing, may render the proposal non-responsive.

**L-2 FORMAT**

**DRMS-PHO (FEB 2005)**

L-2.1 **VOLUME I** – The Contractor shall provide one (1) original and one (1) copy of Volume I.

L-2.1.1 **Section A** of solicitation Standard Form 33, completed, signed and dated by the offeror or by an authorized representative on behalf of the offeror;

L-2.1.2 **Section B** of solicitation (schedule of prices for each item). Offeror's automated duplication of the solicitation price schedule contained in Section B of this solicitation is neither necessary nor desired. See paragraphs L.1.2, L.1.3 and L.1.4 above for price schedule submission requirements.

L-2.1.3 **Section G** of solicitation (Contract Administration Data);

L-2.1.4 **Section K** of solicitation (Representations, Certifications and other Statements of Offeror).

L-2.1.5 **Section L-3**, Past Performance Information. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, to evaluate past performance. The submission of a past performance proposal is mandatory.

L-2.2 **VOLUME II** – The Contractor shall provide (1) original and one (1) copy of Volume II. The Technical Proposal, shall contain the information required by the contract clauses and provisions as shown below:

L-2.2.1 The offeror must explain the technical approach(es) that will be used to manage, collect, transport, recycle and dispose of hazardous waste. The offeror must also demonstrate that the corporate and project organizational structure is sufficient to support the required level of effort. Offeror shall describe the processes, methods, facilities, equipment, tools and/or technique(s) associated with the proposed approach that will be utilized in the performance of this contract. The documentation submitted shall be in sufficient detail to demonstrate the offeror's understanding of the scope of the work effort required and the degree of difficulty involved. To help offerors prepare this portion of their proposal, relevant required information is listed in the corresponding subparagraphs below. These references are provided as guidance and may not be all-inclusive; the offeror is ultimately responsible for ensuring its proposal is fully responsive to all solicitation requirements.

L-2.2.2 Format:

(1) *Company Name*

(2) *Title Page*: "Technical Proposal". The title page of each technical proposal shall include: solicitation number of the Request for Proposal (RFP); the company name of the offeror; and the offeror's position regarding disclosure of proprietary or similar proposal data.

(3) *Table of Contents*: The table of contents shall identify Volume II as well as the major sections of the technical proposal and show location and page numbers of each section.

(4) *Technical Proposal* : Submit the Technical Proposal information required for Technical Evaluation.

L-2.2.3. **Information Required for Technical Evaluation.**

L-2.2.3.1 **OPERATIONS PLAN**

L-2.2.3.1.1. **Organizational Structure and Personnel** The plan shall describe the organizational structure, specific key personnel and identify personnel to perform the required services, including subcontractors. Offerors must also demonstrate the qualifications, work experience, training or educational experience of personnel. Submission of certificates, licenses or diplomas are not required. However, the offeror must provide evidence that the company is authorized to do business in Turkey, e.g. business permit and/or copy of license from the Ministry of Finance for customs issues.

L-2.2.3.1.2. **Waste analysis**. The Operations Plan shall include documentation that each laboratory is competent to perform waste analysis in accordance with USEPA or equivalent international methods. This will include certification from the competent authority governmental agency and will identify which procedures and analyses the lab is certified for.

L-2.2.3.1.3. **Waste management, handling, and removal**. The plan shall describe waste management, handling and removal procedures to be performed in accordance with regulatory and contractual requirements. This will include a description of the contractor furnished, equipment, materials, services, and methods that will be used in the performance of the contract.

L.2.2.3.1.4. **Waste import, export, and transboundary movements**. The plan shall describe waste import, export, and transboundary movements, including destinations and routes (if applicable). The plan shall describe methods that will be employed to ensure compliance with import, export, and transboundary restrictions and notification requirements, e.g. Basel Convention requirements. For all countries involved, a list of competent authorities will be provided, including points of contact, addresses, phone and fax numbers. When in-country disposal is proposed, the contractor shall describe the procedures employed to ensure all Turkish regulations are met regarding coordination with the Ministry of Environment (MOE).

L.2.2.3.1.5 **Transportation** A Transporter Profile Sheet must be submitted for each transporter proposed for use on this contract. The Transporter Profile Sheet is located in Attachment 4a and must be submitted, no substitute forms will be accepted. for each transporter proposed for use on this contract. Along with each Transporter Profile Sheet, the offeror shall provide a copy of the transporter permit or license which allows transport of the wastes. In addition to a copy of the complete permit in the language of the issuing country(ies), the offeror must submit an English translated copy of the permit. If the permit is too large to fully translate, a translated extract may be provided. Both permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following information:

- (i) The name and address of the issuing authority
- (ii) The waste streams that may be transported
- (iii) The expiration date

#### **L.2.2.3.2. TREATMENT, STORAGE, DISPOSAL AND RECYCLING (TSDR) FACILITIES PLAN**

L.2.2.3.2.2 **Treatment, Storage, Disposal and Recycling Facilities**. A Facility Profile Sheet must be submitted for each treatment, storage, recycling or disposal facility proposed for use on this contract. The Facility Profile Sheet is located at Attachment 4 and must be submitted, no substitute forms will be accepted. (See H.4 TSDR FACILITIES) Along with each Facility Profile Sheet, the offeror shall provide a copy of the facility permit or license which allows treatment, storage and/or disposal of wastes. In addition to a copy of the complete permit in the language of the issuing country(ies), the offeror must submit an English translated copy of the permit. If the permit is too large to fully translate, a translated extra may be provided. Both permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following information:

- (i) The name and address of the issuing authority
- (ii) The processes for which the permit was obtained
- (iii) The waste streams that may be accepted at the facility
- (iv) The expiration date

### **L-3 PAST PERFORMANCE PROPOSAL OCONUS**

**DRMS-PHO (JAN 2005)**

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar within the last two years. The information provided should support a qualitative review of the offeror; and/or; the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm, on Attachment No.6. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(i) If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

**(2) Offerors shall send out the Past Performance Survey at Attachment No. 14 to each reference and principal subcontractor listed on Attachment No. 6 and request that each reference and principal subcontractor forward the completed survey directly to:**

Patricia Behrens at e-Mail: [Patricia.Behrens@dla.mil](mailto:Patricia.Behrens@dla.mil), or fax: 0049 611 380 7474

**by the solicitation due date located on SF 33, block 9.**

(3) Narrative information regarding conformance to specifications, adherence to schedules, trans-boundary and Basel notifications and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to Attachment 6. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation. (For Hazardous Waste Disposal RFPs provide data in terms of waste quantities, variety of pickup locations and waste streams, performance timeframes, and complexities of services to determine relevancy of the work).

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered (If hazardous waste disposal services provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes , experience with trans-boundary movement of waste (Basel notifications) and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

**L-4 ADVISORY****DRMS-TPHB (NOV 1997)**

**Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, “ a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party.” In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if the proposed transit countries as well as the country of final destination do not approve the Basel notification.**

**L-5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER FAR 52.204-6 (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

**L-6 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE****FAR 52.214.34****(APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

## **L-7 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION FAR 52.215-1 (JAN 2004)**

(a) *Definitions.* As used in this provision --

"*Discussions*" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"*In writing*," "*writing*," or "*written*" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"*Proposal modification*" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"*Proposal revision*" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"*Time*," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the



number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**L-8 TYPE OF CONTRACT****FAR 52.216-1****(APR 1984)**

The Government contemplates award of a fixed unit price indefinite delivery indefinite quantity type contract resulting from this solicitation.

**L-9 SERVICE OF PROTEST****FAR 52.233-2****(AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Defense Logistics Agency  
Defense Reutilization and Marketing Service  
DRMS-PHO  
Postfach 2027  
65010 Wiesbaden, Germany

(b) The copy of protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-10 AGENCY PROTESTS****DLAD 52.233-9000 (SEP 1999)**

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979". (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

**L-11 SITE VISIT****FAR 52.237-1****(APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**NOTE: Requests for Site Visits together with a scanned copy of the applicable passport, must be forwarded to one of the following personnel:**

**Mr. Harrison Butler, DRMO Incirlik, Tel: 0090 322 316 3155, Fax: 0090 322 332 7587, e-mail: [Harrison.Butler@dla.mil](mailto:Harrison.Butler@dla.mil);**

**Mr. Sedat Deryalar, DRMO Incirlik, Tel: 0090 322 316 3155, Fax: 0090 322 332 7587, e-mail: [Sedat.Deryalar@dla.mil](mailto:Sedat.Deryalar@dla.mil); or**

**Ms Filiz Sahin, DRMO Incirlik, Tel: 0090 322 316 3155, Fax: 0090 322 332 7587, e-mail: [Filiz.Sahin@dla.mil](mailto:Filiz.Sahin@dla.mil)**

**Requests for site visits should be made at least ten (10) calendar days in advance for US and Turkish citizens, however, for citizens of other countries approval may take four (4) to six (6) weeks from date of request.**

**L-12 COMMERCIAL AND GOVERNMENT ENTITY  
(CAGE) CODE REPORTING**

**DFARS 252-204-7001 (AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**L-13 DISCLOSURE OF OWNERSHIP OR CONTROL  
BY THE GOVERNMENT OF A TERRORIST  
COUNTRY**

**DFARS 252.209-7001 (SEP 2004)**

(a) *Definitions.* As used in this provision—

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**L-14 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY**

**DFARS 252.209-7004 (MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**L-15 SUBMISSION OF OFFERS IN OTHER  
THAN UNITED STATES CURRENCY**

**DRMS-PHO (FEB 2005)**

(a) Offers may be submitted in United States dollars or a currency of the offerors' choice, however, the offeror must have an account at a bank located in the country of the currency submitted. Offers not submitted in currencies as stated herein, shall be considered nonconforming and nonresponsive.

(b) All offers shall be evaluated for determination of award by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(c) When a "request for final proposal revision" offer is requested and received, in accordance with the applicable solicitation's terms and conditions, offers shall be evaluated by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

**L-16 HAND-CARRIED AND COMMERCIALY  
DELIVERED BIDS**

**DRMS-PHO**

**(FEB 2001)**

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of offerors.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Defense Reutilization and Marketing Service  
DRMS-PHO, Contracting Officer  
American Arms Office Tower, Room 2J8  
Augustastr. 6  
65189 Wiesbaden, Germany  
TEL: 0049-611-3807240

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement, stated above, that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must assure that this information is prominently displayed on the outside of the delivery container.

**L-17 OFFER PREPARATION COSTS**

**DRMS-PMG**

**(MAR 1996)**

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

**L-18 STANDARD FORM 33 (SF 33), SOLICITATION,  
OFFER AND AWARD**

**DRMS-PMG**

**(MAR 1996)**

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

#### **L-19 RESERVED**

#### **L-20 PRE-AWARD SURVEY**

**DRMS-PMG**

**(MAR 1996)**

a. The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial or similar abilities to perform prior to the award of a contract.

b. If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time or submitted when requested.

c. Offerors are advised that accomplishment of this survey is a part of the evaluation process and is NOT to be construed as an indication that an offeror will receive the resultant award.

#### **L-21 ALTERNATE PROPOSALS**

**DRMS**

**(AUG 1994)**

The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

The alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

#### **L-22 FACSIMILE PROPOSALS**

**DRMS-PHO**

**(JAN 2002)**

(a) Definition: Facsimile proposal as used in this provision applies only to Final Proposal Revisions submitted under this solicitation.

(b) Offers may submit facsimile proposals as a response to a request for Final Proposal Revisions if authorized in the request letter.

(c) The telephone number of receiving facsimile equipment is: 0049 611 380 7474.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the Final Proposal Revision;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it was received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to made award solely on the facsimile Final Proposal Revision. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed Final Proposal Revision.”

**PART IV – REPRESENTATIONS AND INSTRUCTIONS  
SECTION M**

**EVALUATION FACTORS FOR AWARD**

**M-1 EVALUATION OF OPTIONS**

**FAR 52.217-5**

**(JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s)

**M-2 EVALUATION FACTORS FOR OCONUS AWARD**

**DRMS-PHO (JAN 2005 )**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price and any other factors listed.

(b) Two contracts will be awarded as a result of this solicitation, one for the entire Schedule A and one for the entire Schedule B. Offerors may submit a proposal for:

- (1) The entire Schedule A and B; or
- (2) The entire schedule A only; or
- (3) The entire Schedule B only.

(c) Awards will be based on whatever is most advantageous to the Government. The evaluation factors are listed in descending order of importance; evaluation factor(s) other than price, when combined, are significantly more important than price:

(d) Evaluation factors are listed in descending order of importance:

- (1) Technical Proposal and Past Performance (Most important factors).
- (2) Price (Less important than technical and past performance, but still a significant factor).

(e) Evaluation of Technical Proposals.

The evaluation of the information required in Section L-2.2.3 will consider completeness, clarity and degree of compliance with the solicitation. The Government is seeking to determine whether the offeror demonstrates a thorough understanding of the scope and complexity of the work. Technical proposals shall be evaluated for Technical Acceptability and the degree to which the proposal minimizes risk to the US Government and insures uninterrupted service. The following areas of the Technical Proposal will be evaluated for risk reduction: (1) Organizational Structure and Personnel; (2) Waste analysis; (3) Waste Management Handling and Removal; (4) Waste Import, Export and Transboundary Movements; (5) Transportation and (6) TSDRF Plan. The highest rated technical proposals will be those that the Government evaluates as offering significant risk reduction for each of these factors. The offeror's response -- or lack thereof -- will be taken into



consideration in the evaluations. Technical Proposals will be rated as Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory. A rating of at least Satisfactory must be achieved for offerors to be considered for award.

(f) Evaluation of Past Performance:

(1) Past performance on references that are of a similar nature to the subject solicitation (see (6) below) Subfactor: Experience in performing work of a similar nature to the subject solicitation (see (7) below)

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(3) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government as having no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of DRMS 52.215-9R18 (L-3).

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(5) Past performance will be rated on an adjectival scale. The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means **how well** the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer.

(7) By experience, a sub-factor of past performance, the Government means **whether** a contractor's firm, principal subcontractor, or key personnel has performed similar work before.

(g) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

**M-3 EVALUATION OF LOCAL  
CURRENCY OFFERS**

**DRMS-PHO (MAR 2001)**

(a) Whenever offers are received in more than one local currency, they shall be evaluated for determination of award by converting all local currencies to U.S. dollars using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(b) Whenever a "final proposal revision" offer is requested and received, it shall be converted using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

<b>SP4420-05-R-0007</b>		<b>ORDER FOR SUPPLIES OR SERVICES</b>			<b>ATCH 1</b>		Page 1 of 2						
1. CONTRACT / PURCH ORDER NO. <b>SP4420-04-D-XXXX</b>		2. DELIVERY ORDER NO. <b>0020</b>		3. DATE OF ORDER <b>01 NOV 04</b>		4. REQUISITION / PURCH REQUEST NO. <b>SEE SCHEDULE</b>		5. PRIORITY					
6. ISSUED BY <b>Defense Reutilization &amp; Marketing Service – International, ATTN: DRMS-PHO Augusta Str. 6 65189 Wiesbaden, Germany</b>				7. ADMINISTERED BY (If other than 6) <b>DRMS-PHO 2027 Postfach 65010 Wiesbaden, Germany POC: xxxxxxxx</b>		DSN Fax <b>338-7668</b> DSN Tel <b>338-7254</b> Comm Tel <b>0049-611-380-7668</b>		8. DELIVERY FOB [ X ] DEST [ ] OTHER (See Schedule if other)					
9. CONTRACTOR   <b>CONTRACTOR NAME &amp; ADDRESS</b>				FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS [ ] SMALL [ ] SMALL DISADVANTAGED [ ] WOMEN OWNED					
NAME AND ADDRESS						12. DISCOUNT TERMS <b>NET 30</b>							
						13. MAIL INVOICES TO <b>Address in Block 6.</b>							
14. SHIP TO  <b>SEE SCHEDULE</b>				CODE <b>SW312301</b>		15. PAYMENT WILL BE MADE BY <b>DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-CO-LG P.O.Box 369016 Columbus, OH 43236-9016, USA</b>		CODE <b>HQ0131</b>  MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER					
16. DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery call is issued by the Government in accordance with the terms and conditions of the numbered contract.		furnish the following on terms specified herein.							
TYPE OF ORDER		PURCHASE		ACCEPTED BY THE CONTRACTOR		NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN THE SAME.							
NAME OF CONTRACTOR		NATURE		TYPED		DATE SIGNED							
[ ] If this box is marked, supplier must		distance and		turn in		following							
17. ACCOUNTING AND APPROPRIATION <b>02 97X4930 5NR0 0001 P900 25 S33181</b> <b>FOR ACCOUNTING PURPOSES ONLY \$1.00 = Euro X.XX</b>													
<b>\$20,000.00</b> <b>Euro XX,XXX.00</b>													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES / SERVICE				20. QUANTITY ORDERED / ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
0001		DOCUMENT NOUN DTID 61736051 POL Contaminated Solids N6303261368807 N2190 POL Contaminated Solids; UN3175 CLASS 4.1, LOCATION; NATO SUPPORT FACILITY, , 100 KG X X.XX EURO = XX.XX EURO POC: Mr. Smith, DSN: xxx-xxxx, PICKUP ADDR <W81X4N> DRMO  EPA WASTE CODE _____ UD QTY PICKED UP _____ UO UNIT OF ISSUE PICK UP MANIFEST _____ LINE CODE _____ PICKUP DATE _____				ACC 01  XXX		KG		\$.XX		\$XX.XXX.XX	
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA <b>PATRICIA BEHRENS</b> BY: CONTRACTING OFFICER						25. TOTAL <b>XX,XXX.XX</b>					
26. QUANTITY IN COLUMN 20 HAS BEEN  [ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>  DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER						27. SHIP NO.  [ ] PARTIAL [ ] FINAL  31. PAYMENT  [ ] COMPLETE [ ] PARTIAL [ ] FINAL		28. D.O. VOUCHER NO.  32. PAID BY		29. DIFFERENCES		30. INITIALS	
										33. AMOUNT VERIFIED CORRECT FOR			
										34. CHECK NUMBER			
										35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			





## INSTRUCTIONS

**NOTE:** For Special Service items, complete only blocks 1, 2, 3, 5, and 6.

**Column 1. Line#** - line item number for the item being disposed. (Four digits - e.g.: 0001)

**Column 2. BOSS Doc #** - BOSS document number as it appears on the DD Form 1155. (Eight digits - e.g.: 12367811)

**Column 3. HIN #** - HIN number as it appears on DD Form 1155 (Six characters - e.g.: 9404NC)

**Column 4. Pickup Mnfst. #** - serial number assigned to each manifest (5 character - e.g.: 02034)

**Column 5. Qty Picked Up** - actual quantity picked up. For special service items, insert actual quantity completed.

**Column 6. Initial TSDF Receipt Date** - Actual date listed on the shipping paper next to the signature of the first TSDF accepting the shipment (dd/mm/yyy). For special service items, insert final date all services were completed.

**Column 7. Initial TSDF Handling Codes** - List the appropriate waste handling code(s) used by the first TSDF for treatment, storage, and/or disposal methods (40 CFR 264, Appendix 1, Table 2)

**Column 8. Waste Codes** - Appropriate EPA waste code as referenced in 40 CFR 261 on block 21 of the manifest. Enter all waste codes as appropriate to the item. Use "None" for non-RCRA, non-State-regulated waste. Use appropriate State waste code if non-RCRA and State-regulated. For PCB items, use PCB1 for liquids > 50 ppm PCBs; PCB2 for solids, other than ballasts; PCB3 for liquids < 50 ppm; PCB4 for ballasts.

**Column 9. Interim/Disposal Manifest #** - serial number AND state manifest document number (when provided) assigned to each manifest or shipping paper used to ship all, or parts of the waste to other TSDFs, including all interims and finals, after receipt at initial TSDF.

**EXCEPTION:** If final treatment and/or disposal is accomplished by the initial TSDF, insert "Same as Block 4" and do not fill out blocks 10 thru 14. (PCBs will require block 14 entry)

**Column 10. Interim/Disposal Facility EPA #** - EPA Identification number (or DRMS "dummy" number) assigned to each and every facility involved in the treatment, storage, and final disposal (as defined in section C of the contract) of the item. Use additional lines as necessary. (Twelve digits - e.g.: PAD 456123912)

**NOTE:** If final disposal did not occur at the initial facility, then the initial facility is considered an interim facility for Phase II tracking purposes. In those instances, the initial facility's EPA ID number should be included in Block 10 when Phase II information is submitted.

**Column 11. Treatment/Disposal Codes** - List the appropriate waste handling code(s) listed at 40 CFR 264, Appendix 1, Table 2, performed by any interim and final disposal facilities.

**Note:** Include any treatment and/or handling performed at initial TSDF, which was NOT identified in Phase I.

**Column 12. Qty Disposed** - Actual quantity of item disposed.

**Column 13. Interim/Disposal TSDF Accept Date** - Actual date listed on the shipping paper next to the signature of the representative of each and every interim and final TSDF's accepting, treating, and/or disposing of the waste (dd/mm/yyy).

**Column 14. Disposal Date** (PCBs Only) - Date of actual final disposal of PCB item (dd/mm/yyy).

**FACILITY PROFILE SHEET**

1. Facility Name: \_\_\_\_\_
2. Facility Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Facility Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_
4. Facility Representative(s): \_\_\_\_\_  
 Telephone Number : \_\_\_\_\_ EMAIL: \_\_\_\_\_
5. Principal Owner(s): \_\_\_\_\_

6. Is this a PRIMARY or ALTERNATE Facility? \_\_\_\_\_ 7. Facility (**Permanent**) Permit Number \_\_\_\_\_

8. For all of the permits, authorizations, and licenses that authorize the facility to store, treat, recycle, or dispose hazardous waste the following information is required: The permitting authority's name and address; the permit number, the permit expiration date; wastes authorized by the permit using the European Waste Codes (EWCs) and a description of the treatment processes authorized.

Permitting Authority	Disposal/Treatment Permit Number Expiration		EWC and Treatment Process Description

9. For each waste that will be processed through the facility identify the waste stream, by CLIN, and the treatment process that will be used with the European Council Directive 91/156/EEC Annex II Codes.

Processed Waste (CLIN)	91 / 156 / EEC Annex II Code

If additional space for CLIN information is required, use same format on additional pages.



**TRANSPORTER PROFILE SHEET**

1. Transporter Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_
4. Company Representative(s): \_\_\_\_\_  
 Telephone Number : \_\_\_\_\_ EMAIL: \_\_\_\_\_
5. Principal Owner(s): \_\_\_\_\_

6. Will this be used as a PRIMARY or ALTERNATE Transporter ? \_\_\_\_\_

7. For all of the permits, authorizations, and licenses that authorize the transportation of hazardous waste the following information is required: the permitting authority's name and address; the permit number, the permit expiration date; countries where transportation is authorized and wastes authorized by the permit using the European Waste Codes (EWCs).

Permitting Authority	Permit Number	Expiration	Countries	EWCs

8. Identify the waste, by CLIN, for each waste that will be transported.

Transported Waste (CLIN)


**HAZARDOUS WASTE PROFILE SHEET****PART I (Generator Information)**

1. Waste Profile Number (Assigned by DRMO):

2. Generator Name:

3. Technical Point of Contact:

3. Title:

Phone:

Fax:

4. Facility Address: (Include complete address and DoDAAC)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART II (Chemical Information)**

5. Name of Waste:

6. European Union Waste Code(s):

7. Process Generating Waste:

8. Projected Annual Quantity (in Kilograms):

9. Is this waste restricted from land disposal according to European Union Regulations? ☐ Yes ☐ No

10. Physical/Chemical Properties:

Layering: ' Multi-layered ' Bi-layered ' Single Phased

Flash Point: Water Solubility: % pH: Boiling Point:

11. Material Characterization: Color:

12. Density:

13. Physical State: ☐ Solid ☐ Liquid ☐ Gas ☐ Semi-Solid ☐ Dust

14. Material Composition: (Totals/ranges must equal 100%)

Component	Concentration	Range

15. Hazardous Material regulated for ADR shipment? ☐ Yes ☐ No

16. Proper Shipping Name:

17. Hazard Class / ADR Classification::

18. UN Number:

19. Packing Method:

- ☐ Drum (Specify Size) \_\_\_\_\_
- ☐ Original Container
- ☐ Bulk ☐ Other: \_\_\_\_\_

20. Special Health &amp; Handling Information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

21. Basis of Information / Generator Certification:

- ☐ Chemical Analysis (Attach test results)
- ☐ User Knowledge (Attach supporting documents -- User knowledge is appropriate when it can be documented (e.g. in & out logs, published info., MSDS, process production info., etc.).

I, \_\_\_\_\_ (print name), HEREBY CERTIFY THAT ALL INFORMATION SUBMITTED IN THIS AND ALL ATTACHED DOCUMENTS ARE, TO THE BEST OF MY KNOWLEDGE, AN ACCURATE REPRESENTATION OF THE WASTE TURNED INTO THE DRMO. ALL KNOWN OR SUSPECTED HAZARDS HAVE BEEN DISCLOSED.

Signature of Generator's Representative

Date

**PART III (WASTE CHARACTERISTICS)****22. TOXIC AND DANGEROUS WASTES**

<input type="checkbox"/> Explosive	<input type="checkbox"/> Extremely Flammable (FlashPoint <0°C AND Boiling Point ≤35°C)	<input type="checkbox"/> Easily Flammable (FlashPoint < 21°C)	<input type="checkbox"/> Flammable (FlashPoint ≥ 21° C and ≤ 55°
<input type="checkbox"/> Carcinogen	<input type="checkbox"/> Corrosive	<input type="checkbox"/> Ecotoxic	<input type="checkbox"/> Infectious
<input type="checkbox"/> Irritant	<input type="checkbox"/> Mutagenic	<input type="checkbox"/> Noxious	<input type="checkbox"/> Teratogenic
<input type="checkbox"/> Toxic	<input type="checkbox"/> Oxidizer	<input type="checkbox"/> Water/Air Reactive	<input type="checkbox"/> Other:

**23. HAZARDOUS CONSTITUENTS**

Indicate the concentration of the constituents, as applicable, in mg/l or mg/kg.

<input type="checkbox"/> Acedic Solutions/Solids	<input type="checkbox"/> Antimony	<input type="checkbox"/> Aromatic Compounds	<input type="checkbox"/> Arsenic Concentration:
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Basic Solutions/Solids	<input type="checkbox"/> Beryllium Concentration:	<input type="checkbox"/> Cadmium Concentration:
<input type="checkbox"/> Chlorates	<input type="checkbox"/> Chromium Compounds (Hexavalent): Concentration:	<input type="checkbox"/> Copper Compounds (Soluble): Concentration:	<input type="checkbox"/> Cyanides (Inorganic) Concentration:
<input type="checkbox"/> Cyanides (Organics) Concentration:	<input type="checkbox"/> Halogenated Solvents Specify Halogen and Concentration:	<input type="checkbox"/> Isocyanates	<input type="checkbox"/> Lead Concentration:
<input type="checkbox"/> Mercury Concentration:	<input type="checkbox"/> Metallic Carbonyles	<input type="checkbox"/> Nitrites Concentration:	<input type="checkbox"/> PCBs/PCTs Concentration:
<input type="checkbox"/> Perchlorates	<input type="checkbox"/> Peroxides	<input type="checkbox"/> Pharmaceutical or Veterinary Compounds	<input type="checkbox"/> Phenols
<input type="checkbox"/> Plague Killers and other Biocides	<input type="checkbox"/> Polychlorated Dibenzofuran Compounds	<input type="checkbox"/> Polychlorated Dibenzo-para-dioxins	<input type="checkbox"/> Selenium: Concentration:
<input type="checkbox"/> Tellurium: Concentration:	<input type="checkbox"/> Thallium Concentration:	<input type="checkbox"/> Tar base products from refining/distillation ops	<input type="checkbox"/> Organo-halogenated Compounds Concentration:
<input type="checkbox"/> Used Synthetic or Mineral Oils, Including Water- Oil Mixtures and Emulsions		<input type="checkbox"/> Non-identifiable or new lab chemicals whose effects on the environment are unknown: Explain:	

**24. SUGGESTED CONTRACT LINE ITEM NUMBER (CLIN) FOR DISPOSAL:**

NOTE: Explosive and infectious wastes cannot be received by the DRMO.

**HAZARDOUS WASTE REMOVAL AND DISPOSAL  
PAST PERFORMANCE HISTORY****OFFEROR:** \_\_\_\_\_**SOLICITATION:** \_\_\_\_\_**DATE:** \_\_\_\_\_**PAGE** \_\_\_\_\_ **OF** \_\_\_\_\_

*CONTRACT/PROJECT No /POINT OF CONTACT (Include Telephone No./Telefax No./ e-mail address	WASTE STREAMS SERVICED	METHOD OF DISPOSAL/RECYCLED/ REUSED/ RECOVERED	SUPPLEMENTAL SUPPORT SERVICES PROVIDED	TOTAL COST OF WORK IN EUROS (000s)	DATE OF COMPLETION
1.					
2.					
3.					
4.					
5.					
6.					
7.					

(If more space is needed, append an attachment, continuing with item 8.)

**\*NOTE: IT IS VERY IMPORTANT THAT A POINT OF CONTACT IS PROVIDED WITH TELE. #, FAX # AND E-MAIL ADDRESS**

## **HAZARDOUS WASTE REMOVAL AND DISPOSAL PAST PERFORMANCE HISTORY**

### **INSTRUCTIONS FOR USE**

#### **WASTE STREAMS SERVICES:**

For each project, list waste stream(s) serviced and corresponding weight/volume removed. List either specific commodity (i.e., nitric acid, calcium hydroxide, ethyl alcohol, sodium chloride, mercury, etc.).

#### **SUPPLEMENTAL SUPPORT SERVICES PROVIDED:**

For each project, list related support services provided (i.e., transportation of Hazardous Material (HM) and compressed gas cylinders, expedited removals, Waste Management Services, lab analysis, preparation of reports and forms, etc.)

**ATTACHMENT 7**  
**LIST OF SERVICE LOCATIONS**

**INCIRLIK:**

Defense Reutilization & Marketing Office  
DRMO Incirlik - OSF  
Unit 7175 Box 235  
Incirlik Hava USSU  
Adana, Turkey 01340

**ANKARA:**

Balgat ASF  
Amerikan Pesisleri  
Yurkocagi, Caddesi  
Ankara, Turkey

**IZMIR:**

424 ASB/CECV  
1596-1601 SOK, Salhane  
Bayrakli-U-Izmir, Turkey

**Estimated quantities of hazardous waste for each location are shown in Section B,  
Price Schedules for each Contract Period**

Removal Date	Installation Address & Accumulation Point	D.O.#:	CLIN	Waste Description	EWC	Container Type:	Qty of Containers	Disposal/Recycle weight (kg):	Disposal/Recycle Cost (Euro):	Manifest-#	European Council Directive 91/156/EEC Annex II Disposal Method	Final Disposal Facility/Final Recycling facility
8/7/2000	US Army 299th BSB BMS Smith Barracks Sort Center Umwelt St Bldg 1/HWAP#43 D-99999-Blumenstadt	0107/01	E0501A	Lithium Batteries	160605	120 L Fass	1	17	0.78	9222600008274	R3	Schoen Welt GmbH & Co.KG Haupt St 100 D-99999-Blumenstadt
8/8/2000	US Army 299th BSB GBS Jones Barracks Motorpool Fettig St Bldg 87 / HWAP#32 D-99998-Gebirgestadt	0107/02	E3140A	Rubber & Tires without rims	1601003	25 cbm	1	2100	500.00	111111111116B	R6	Reifen Wiederverwertung Saubert St 44 D-99998-Gebirgestadt

**ATTACHMENT 9**  
**SPECIAL EQUIPMENT REQUIREMENTS AND GOVERNMENT SCALE LOCATIONS**

**Incirlik Air Base, Turkey**

**Izmir, Incirlik  
Izmir**

**Ankara**

**Government Scales**  
**Container sideloader**  
**Forklift**

**Ramp** (The US Government ramp can be furnished to load the vans when available.)

**Forklift**

**Ramp** (The US Government ramp can be furnished to load the vans when available.)



REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: 1996-0223  
Revision No.: 17  
Date Of Last Revision: 11/18/2004

NATIONWIDE: Applicable in the continental U.S. and Hawaii

Regions are define as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, George, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

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Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
23440 - Heavy Equipment Operator	
MIDWEST REGION	24.35
NORTHEAST REGION	23.14
SOUTH REGION	21.20
WEST REGION	23.87
23470 - Laborer	
MIDWEST REGION	13.70
NORTHEAST REGION	14.03
SOUTH REGION	10.69
WEST REGION	12.24
29090 - Environmental Technician	
MIDWEST REGION	21.67
NORTHEAST REGION	23.07
SOUTH REGION	20.55
WEST REGION	21.80
31010 - Airplane Pilot	23.45
31361 - Truckdriver, Light Truck	
MIDWEST REGION	12.36
NORTHEAST REGION	15.49
SOUTH REGION	10.04
WEST REGION	10.45
31362 - Truckdriver, Medium Truck	

MIDWEST REGION	19.93
NORTHEAST REGION	19.96
SOUTH REGION	16.94
WEST REGION	18.71
31363 - Truckdriver, Heavy Truck	
MIDWEST REGION	20.88
NORTHEAST REGION	20.96
SOUTH REGION	17.76
WEST REGION	19.64

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.09 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.59. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are

included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**ELECTRONIC TRANSFER OF FUNDS PAYMENTS - FOREIGN CURRENCY**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND COUNTRY OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

SWIFT CODE: \_\_\_\_\_

BANK TRANSIT CODE (If available): \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME/TITLE ON ACCOUNT: \_\_\_\_\_

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND COUNTRY: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**(b) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

(c) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(d) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(e) In the event electronic transfer of funds payments cannot be processed, the Government retains the option to make payments under this contract by check.

(f) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

**PAST PERFORMANCE SURVEY  
QUESTIONNAIRE**

OFFEROR NAME: \_\_\_\_\_

REFERENCE COMPANY \_\_\_\_\_

CONTRACT (S)# \_\_\_\_\_ VALUE: \$ \_\_\_\_\_

\_\_\_\_\_ VALUE: \$ \_\_\_\_\_

**Quality of Product/Service**

1. What type of waste was removed/disposed?
2. About how much waste was removed during a twelve month period?
3. How often were they required to remove this waste (daily/weekly/monthly, etc?)
4. Were there performance deficiencies? If yes, were they corrected, and if so, what action did the contractor take to correct these deficiencies?

Please answer the following questions regarding the performance of \_\_\_\_\_ by circling the appropriate number with 5 being the highest rating or **EXCEPTIONAL**, 4 being **VERY GOOD**, 3 being **SATISFACTORY**, 2 being **MARGINAL** and 1 being the lowest rating of **UNSATISFACTORY**:

5. How well has the contractor demonstrated his ability to comply with the basic requirements of your contract?

5      4      3      2      1

6. Is the contractor timely in submitting quality/error free documents?

5      4      3      2      1

**Key Personnel**

7. How successful has the contractor demonstrated his ability to manage subcontractors?

5      4      3      2      1

8. Did the contractor provide sufficient personnel to perform the work?

5      4      3      2      1

9. Did the contractor have the right equipment to perform the work?

5      4      3      2      1

**PAST PERFORMANCE SURVEY  
QUESTIONNAIRE**

OFFEROR NAME: \_\_\_\_\_

REFERENCE COMPANY \_\_\_\_\_

**Schedule/Timeliness**

10. Did the contractor always perform in a timely manner?

5      4      3      2      1

**Business Relations**

11. Did the contractor exhibit cooperative behavior?

5      4      3      2      1

12. Did the contractor exhibit a business-like concern for your needs/interest?

5      4      3      2      1

13. Was the contractor committed to customer satisfaction?

5      4      3      2      1

**Basel Notifications**

14. When required, did the contractor meet all requirements for waste import, export and transboundary movements, e.g. Basel notifications and local country environmental laws and regulations?

5      4      3      2      1

**General**

15. Would you award another contract to this company?

5      4      3      2      1

Name \_\_\_\_\_

Company \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_